



**Solicitation Information
April 15, 2016**

RFP#7550526

TITLE: HEALTH CARE TECHNICAL SERVICES

Submission Deadline: May 19, 2016 at 10:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at david.francis@purchasing.ri.gov no later than **April 27, 2016 at 10:00 AM (ET)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**David J Francis
Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1.0: INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Executive Office of Health and Human Services (EOHHS) is soliciting proposals from qualified firms to procure the technical assistance services of a qualified health care management firm.

In accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, information regarding this proposal may be obtained at the Rhode Island Division of Purchases Home Page by Internet at www.purchasing.ri.gov .

The initial contract period will begin on October 1, 2016 for thirty-three month base period. Contracts may be renewed for up to three additional 12-month periods based on vendor performance and the availability of funds.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal in addition to price. There will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request other than to name those offerors who have submitted proposals.

Instructions and Notification to Offerors:

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause, will be determined to be late

and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2, of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2, of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov
15. Under HIPAA, a "business associate" is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or

provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

16. In order to perform the contemplated services related to the Executive Office of Health and Human Services (EOHHS), the vendor hereby certifies that it is an “eligible entity,” as defined by 45 C.F.R. § 155.110, in order to carry out one or more of the responsibilities of a health insurance exchange. The vendor agrees to indemnify and hold the State of Rhode Island harmless for all expenses that are deemed to be unallowable by the Federal government because it is determined that the vendor is not an “eligible entity,” as defined by 45 C.F.R. § 155.110.

SECTION 2.0: BACKGROUND

Under state law, the Executive Office of Health and Human Services (EOHHS) serves as “the principal agency of the executive branch of state government” (R.I.G.L. §42-7.2-2) responsible for managing the departments of: Health (DOH); Human Services (DHS); Children, Youth and Families (DCYF); and Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH). Last year, these agencies provided direct services to nearly 306,000 Rhode Islanders as well as an array of regulatory, protective and health promotion services to our communities. Health and human services benefits represent \$3.1 billion spending per year, or over 40 percent of the entire state budget.

RI EOHHS is the single state agency for Medicaid. The Rhode Island Section 1115 waiver constitutes the legal authority granted to the State by the Secretary of the U.S. Department of Health and Human Services. The Section 1115 waiver provides the State with the flexibility to pursue innovations that improve health care access, quality and outcomes and further the goals of the Medicaid and CHIP programs.

Rhode Island’s Medicaid program is an essential part of the fabric of Rhode Island’s health care system serving one out of four Rhode Islanders in a given year and closer to forty percent over a three year period. It has achieved national recognition for the quality of services provided. These accomplishments come at a cost that needs to be effectively managed in order to balance state economic goals. The State has implemented a number of initiatives to increase access to care, decrease reliance on institutional care, promote community-based care, enhance care coordination and care management.

This procurement is to secure services from qualified firm to procure the technical assistance services of a qualified health care management firm to assist the State with the various tasks and/or activities described within this document.

SECTION 3.0: SCOPE OF WORK

Tasks and/or Activities described under this RFP may provide support for any or all State Departments under the EOHHS. EOHHS was created to facilitate cooperation and coordination among the five state departments that administer Rhode Island's health and social service programs. These departments include: The Department of Children, Youth and Families (DCYF), The Department of Human Services {including the Division of Elderly Affairs}(DHS), The Department of Health (HEALTH) and The Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH).

The Executive Office of Health and Human Services (EOHHS) shall retain the right of final approval of any positions of the successful Bidder, including the Project Manager and Deputy Project Manager. The Contractor should submit to EOHHS their procedures and policies showing compliance in this area.

EOHHS prohibits the Contractor to utilize more than 5% of its onsite direct staff time for the hiring, human resources and administration related to this contract. It is a requirement that the successful Bidder will have adequate Corporate resources to support the requirements of this contract.

The Contractor shall ensure that all staff completes non-disclosure agreements related to EOHHS work. The Contractor must submit to EOHHS their procedures and policies demonstrating compliance in this area.

Bidder will address ability to immediately bring on qualified staff and commence work on each task.

3.1. TASK 1 – PROGRAM AND PROJECT MANAGEMENT

The Contractor will provide leadership and support for EOHHS Program and Project Management for Medicaid and related health and human service programs. Program and Project management tasks include strategic planning, program design, Project Management, project development, program implementation, start-up and stabilization, operations management and oversight, monitoring and evaluation. Project Management will also include assistance with health care financial management, including but not limited to: budgeting, financial forecasting, state and federal reporting, audit reports and actuarial analysis.

The Contractor will:

- Perform analyses and advise the State in determining the most appropriate purchasing and business model(s) for delivering and financing health care programs and services
- Assist the State in reviewing and prioritizing projects and initiatives
- Conduct policy research and design work to develop and implement new initiatives
- Allocate dedicated policy and project staff and manage all projects centrally
- Develop standard project processes, tools and templates based on best-practice models
- Provide technical assistance in the development of state legislation and federal authority (waiver and state plan amendments), policy/regulation, program specifications, procurement documents, communication materials, business operations design and work flow analyses
- Assist the EOHHS with coordinating communications across functional areas
- Assist the EOHHS with implementing all necessary planning documents, policies and procedures related to new initiatives and projects

- Provide technical assistance and support to the EOHHS regarding reengineering and improving existing protocols and business processes
- Assist the EOHHS with identifying potential barriers and making recommendations to help ensure and improve the effectiveness and timely implementation of initiatives and projects
- Provide business mapping and perform key ongoing operational functions related to member communications, management tracking and reporting, outcome measurements, tracking and monitoring budget savings, tracking and monitoring financial and operational performance of contracted providers
- Provide legal consultative services for contract development, analysis of state and federal regulation, law and policy
- Evaluate all components of project implementation, and utilize for improvement opportunity
- Provide ongoing tracking, reporting and evaluation of key program indicators

The Contractor will ensure that all Contract staff are qualified, appropriately trained, and supervised in performing these tasks, and are offered additional training as needed, throughout their employment.

The Bidder must describe the staffing proposed for this Task and the Management approach that will be employed to ensure that Contractor's Project Team is responsive to the State's evolving needs; that the Team is performing efficiently and keeping Rhode Island positioned as a national leader in Medicaid.

3.1.1 Activity 1 **Reinventing Medicaid**

Medicaid is a major component of Rhode Island's health care and human services system. Medicaid covers more than a quarter of the state's population, and covers the populations who often have the most complex and expensive needs.

Rhode Island has a unique opportunity to redesign the Medicaid program for the next generation to encourage more effective, more affordable, and more patient-centered care. Rhode Islanders already have access to some of the finest health care services in the country, and we hope to build on that success.

The Working Group to Reinvent Medicaid proposed ten goals for the Medicaid program, designed to move the program towards a new structure based on Accountable Entities delivering high-quality, high-value care. To a large degree, these recommendations hinge upon additional coordination between payers, providers, physicians, and patients.

- Goal 1: Substantially transition away from fee-for-service models to a system where members get their care through provider organizations that are accountable for the quality, health outcomes and total cost of care for their members.
- Goal 2: Define Medicaid-wide population health targets, and, where possible, tie them to payments.

- Goal 3: Maintain and expand on our record of excellence—including our #1 ranking—on delivering care to children.
- Goal 4: Maximize enrollment in integrated care delivery systems
- Goal 5: Implement coordinated and accountable care for high-cost/high-need populations
- Goal 6: Ensure access to high-quality primary care
- Goal 7: Leverage health information systems to ensure quality, coordinated care
- Goal 8: Shift Medicaid expenditures from high-cost institutional settings to community-based settings
- Goal 9: Encourage the development of accountable entities for integrated long-term care
- Goal 10: Improve operational efficiency

The Contractor will assist the State with the ongoing implementation of the recommendations of the Working Group to Reinvent Medicaid. The Bidder will describe how it will approach supporting the State Medicaid Program in the ongoing management, oversight and evaluation of the current Reinvent Initiatives as well as how the Bidder will advance the constructs and goals that have been established.

EOHHS is expected to develop and publish specific metrics to track the progress and success of the Reinventing Medicaid initiative, including both the first phase of Medicaid savings, and the longer-term reforms. Contractor will assist in this effort.

The Bidder will describe how they will approach this Activity.

3.1.1.1 Health Care Purchasing Support

The Contractor will assist the State in designing, developing, procuring and implementing accountable health care services and/or delivery systems for Medicaid beneficiaries to maximize cost-efficiencies and improve health care outcomes. This may include managed care contracting, pay-for-performance, performance-based contracting, selective contracting and other strategic approaches to ensure accountable, cost-effective service delivery. The Bidder will describe their experience in the development of alternative delivery systems, payment reform methods, integrated health system organization, etc.

3.1.2 Activity 2

Long-term Care Rebalancing and Innovation

The Medicaid Program is seeking new and innovative approaches to Rhode Island Medicaid's long-term care system. This requires creative and unique ideas and methods to move the current system beyond the present reality. This redesign will look at the system of care beyond Medicaid. In addition, the redesign must consider physical health, behavioral health and developmental/neurological health care needs. Systematic analyses, evaluations and recommendations for investment over the next several years are the anticipated deliverables of this Activity.

The Bidder will describe their approach and proposed personnel that will meet this requirement.

The State's Medicaid 1115 Waiver and Reinvent Medicaid Initiative seeks to realign the long-term care system away from high cost institutional venues towards home and community based settings such as shared living arrangements, PACE, assisted living and at-home care. The Contractor will assist the State with the design, development and implementation of new,

advanced community-based supports and services. The Contractor will also provide program evaluation and data analyses regarding the progress of activities to transition and divert from institutional settings to community-based alternatives and to oversee contracts for Managed Long Term Care. The Contractor will provide a lead staff person with vast experience in long-term care policy and program design, development and implementation. The lead staff person will assist the State in the development and evaluation of community-based alternatives for the remaining Fee-For-Service population including the elderly and adults with physical, developmental and behavioral health disabilities.

3.1.2.1 Money Follows the Person (MFP) Demonstration Project

In addition, the Contractor will provide the necessary support and perform tasks to support the administration of the **Money Follows the Person (MFP) Demonstration Project** that assists Rhode Island to rebalance its long-term care system and enables consumers to transition to a community-based setting.

The Contractor will:

- Provide a full time Project Director solely dedicated to the MFP demonstration. Hiring of the Project Director will be done in consultation with Medicaid Leadership. The Center for Medicare and Medicaid (CMS) retains the authority to approve the individual who will be the Project Director.
- Provide a full-time Deputy Project Director solely dedicated to the MFP demonstration who will report to the Project Director. Hiring of the Deputy Project Director will be done in consultation with Medicaid Leadership.
- Provide a full-time Program Development and Quality Specialist who will have overall responsibility for program development and quality assurance activities for the MFP demonstration.
- Provide a half-time Data Analyst Specialist dedicated to the MFP demonstration.

3.1.2.2 Integrated Care Initiative

A recent focus of the State's Medicaid program has been on EOHHS' Integrated Care Initiative (ICI), which is a state/federal demonstration program designed to better align the care and financing of Medicare and Medicaid, promote home and community based care, and provide cost-effective care for adults with disabilities and the elderly. During Phase I of ICI, EOHHS established a capitated Medicaid managed care plan for beneficiaries with full Medicare (Parts A, B, and D) and full Medicaid coverage and Medicaid-only adults who receive long-term services and supports (LTSS). There currently are about 21,000 people enrolled in the Medicaid managed care plan established during Phase I.

Under Phase II, Rhode Island will establish a fully integrated capitated Medicare-Medicaid plan for beneficiaries with full Medicare (Parts A, B, and D) and full Medicaid coverage. Federal authority for Phase II is through the Center for Medicare and Medicaid Services (CMS) Financial Alignment Demonstration, a three-year federal demonstration to better align the financing of Medicare and Medicaid and integrate primary, acute, behavioral health, and LTSS for Medicare-Medicaid enrollees. About 12,000-14,000 people are expected to enroll in the Medicare-Medicaid plan.

The State seeks a seasoned full time lead staff person to support State staff in the development, implementation and Managed Care contractual oversight of the Integrated Care Initiative. The Bidder shall describe how they propose to bring value to the operation and evaluation of this Initiative to the Medicaid program.

3.1.3 Activity 3

Communications

The Contractor will:

- Assist with the coordination and facilitation of the pediatric medical home project stakeholder group and provide support in goal development processes and progress monitoring.
- Provide web site monitoring and support to improve the consumer and provider navigation experience and ensure accuracy of website information.

3.1.4 Activity 4

Reports and Presentations

The Contractor will provide technical assistance in the development, review and dissemination of federal, state and programmatic reports, including website support. Contractor will prepare draft reports in collaboration with EOHHS staff as needed. These reports include, but are not limited to:

- Reinventing Medicaid Dashboard and Summary Reposts
- Rebalancing LTSS Dashboard and Summary Reports
- Program and Financial Indicators Dashboards and Summary Reports
- Centers for Medicare and Medicaid Services (CMS) quarterly Medicaid 1115 Waiver reports
- State's Medicaid 1115 Waiver Annual Evaluation reports
- Annual Medicaid Expenditure Reports
- Children's Health Insurance Program (CHIP) annual reports
- Legislative reports, including but not limited to, the Children's Health Account Report, and other reports as defined by Statute.
- Program specific reports, including but not limited to RItE Care, RItE Share, Populations with special health care needs, RItE Smiles, Special Education utilization and expenditures, program oversight reports and all types of site visit reports
- Project implementation progress and evaluation reports
- EOHHS special topic reports as requested

3.1.5 Activity 5

Clinical Consultation

The Contractor will provide for consulting physician(s)/clinician(s) to provide technical assistance and support to the Medicaid program. These consultants will serve as liaisons to Rhode Island's medical and behavioral health community and provide clinical leadership to the

Medicaid Medical Care Advisory Committee and other committees as needed. The clinicians will have clinical expertise in family medicine as well as experience with specialty populations such as geriatrics and pediatrics, with a focus on primary care and chronic disease management. Clinicians will develop and implement appropriate clinical policies to assure quality of care for Medicaid populations. Clinicians will provide guidance on appropriateness of care plans and settings of care, including reviews of functional levels of care for children and adults. The Contractor will also provide an experienced a part time (0.125 FTE) clinical dental health professional consultant to provide technical assistance and support for Medicaid dental programs, benefits, community initiatives, payment methodologies and rates of reimbursement.

3.1.6 Activity 6

Health Plan & Clinical Programs Oversight and Monitoring

The Contractor will monitor the quality, financial and operational performance of the Managed Care Organizations (MCOs) that are contracted with the State. In particular, the Contractor will be responsible for monitoring Risk-Sharing and Stop-Loss components of the contracts, including oversight of health plan actions to ensure prudent management of services where the State is sharing risk with the MCO. Monitoring and oversight requires the use of technically qualified and experienced personnel, the preparation of monitoring tools, reports and recommendations for performance improvement and corrective action plans.

The components of oversight and monitoring include:

- Annual comprehensive site visits which incorporate evaluation of performance measures
- Facilitation of regular and ongoing communications with health plan leadership
- Member satisfaction survey to be administered every two years
- Collection, organization, reporting and analysis of utilization and expenditure data
- Network capacity analysis
- Analyses of compliance with applicable federal and state regulations and contract requirements including National Committee on Quality Assurance (NCQA) quality standards and National Association for Insurance Commissioners (NAIC) financial standards
- Validation and analysis of encounter/utilization data submission
- Review and analysis of MCOs Quality Improvement Plan (QIPs)
- Review and analysis of types of health plan service denials
- Review and analysis of grievance, complaints and appeals
- Specific oversight of the MCOs behavioral health services and compliance to behavioral health standards such as Mental Health parity
- Technical assistance and support in oversight of health plan clinical programs such as PACE, Community Health Teams , Integrated Health Homes for persons with Severe and Persistent Mental Illness (SPMI) and Severe Mental Illness (SMI), Behavioral Health Services for Children with Special Health Care needs (CSHCN) under Managed Care contracts
- Ongoing management of member specific issues and concerns
- Identification of trends and root cause analyses of MCO difficulties

The Bidder will describe their approach and personnel proposed in carrying out this Activity

3.1.7 Activity 7

Quality Assurance and Quality Improvement (QA/QI)/Program Integrity

The Contractor will design, implement and monitor a comprehensive managed care quality strategy that meets CMS requirements. The Contractor will also provide technical assistance for the home and community based service QA/QI plan consistent with the quality rubric utilized in the CMS 1915c waiver program that will assure the health and welfare of program participants. In addition, the Contractor will assist the State in monitoring and evaluating the performance of the RItE Smiles program and the State's contracted Dental Benefits Manager (DBM), the Early Intervention program, PACE program, Rhody Health Options and other State programs as requested by the State.

The Contractor will also provide technical expertise and support to oversee the design, development and implementation of studies performed by the External Quality Review Organization (EQRO) which is administered under a separate contract with the State. The Contractor will maintain a subscription to Quality Compass to be used for performance benchmarking of the Managed Care Organizations HEDIS scores.

The Contractor will provide technical expertise and support to Medicaid's Adult Quality Measurement Project and the SIM Project.

The Contractor will provide expert technical assistance and support in the oversight and monitoring of the Managed Care Performance Goal Program, including the RItE Share Premium Assistance Program as well as the Accountable Entities who are contracted with the MCOs. This may include, but is not limited to the evaluation of Managed Care plans' and the Accountable Entities performance in achieving specific access, quality, health outcome, customer service and other key performance indicators.

The MCOs are also responsible for contracting with Community Mental Health Center Organizations (CMHOs) for Integrated Health Homes (IHH) services for persons with Serious and Persistent Mental Illness (SPMI) and Serious Mental Illness (SMI). IHH services are also provided through the Fee-for-Service (FFS) delivery system. The Contractor shall employ a seasoned Behavioral Health Professional to provide leadership for the development, monitoring and oversight of the (member) quality outcomes and program evaluation of this initiative within both the Managed Care and FFS delivery systems

The Contractor will provide technical assistance and support to strengthen the integrity of the Medicaid program. This will include oversight and monitoring of the program integrity efforts of the Managed Care Organizations, including but not limited to:

- Client and provider fraud and abuse detection
- Identification of improper payments
- Recovery efforts
- Compliance with federal and state regulations

- Improvement efforts and progress tracking

The Contractor 's Compliance staff will also serve as the liaison to the Medicaid's Office of Program Integrity and will assist and facilitate coordination of all program integrity activities between EOHHS and the MCOs.

The Bidder shall provide a comprehensive plan detailing how they will approach all of these sub-activities and the staff positions proposed to successfully accomplish the objectives described.

3.1.8 Activity 8 Business Support Function

3.1.8.1 Info Line/Customer Services

The Contractor will provide bilingual (English/Spanish minimum languages) support staff to answer member inquiries on the Managed Care Info Line. In addition the Customer Service staff may provide other support activities to the larger Member Services and Enrollment Unit within Medicaid.

The Contractor will produce, utilize and analyze all available reports and tools related to call activity including types of inquiries, complaints, volume, etc. to identify potential trends or root causes for less than optimal performance. The Contractor will utilize data to determine areas in need of improvement and conduct and evaluate improvement initiatives in areas including, but not limited to: member education, staff training, public awareness and other call center and member services improvement. The staff will also provide assistance with customer service functions across the various programs, as needed demonstrating sufficient knowledge and understanding of a multitude of State health and human service programs.

3.1.8.2 Administrative Support/Documents Management

The Contractor will provide 2 to 3 FTEs for centralized office management and administrative/clerical support to professional staff in the Medicaid program. Examples of activities include, but are not limited to:

- production of documents and reports, correspondence, and notices
- organizing meetings and preparation of meeting materials
- copying and collating
- mailing
- technical support to establish and maintain electronic libraries.

The Contractor must provide adequate training: Minimum training & certification should be provided on Microsoft Word, Excel, Adobe, PowerPoint, Publisher, etc.

3.1.8.3 RItE Share Program/Employer Contact Unit

EOHHS operates the premium assistance program to maximize employer-sponsored insurance (ESI) when available to eligible members. Under this arrangement, EOHHS

assists Medicaid eligible families and individuals to obtain and maintain their employer-sponsored health coverage by paying the employee's share of such coverage. The Contractor will provide ongoing business operations support and management of the Employer Contact Unit (ECU); the unit is responsible for daily operations of the RItE Share program. The Contractor will maximize the identification of third party liability coverage (TPL) of RItE Care members in order to transition them to RItE Share.

The Contractor will also assist the State in the development of legislation or regulation which would further strengthen the RItE Share program and lead to increases in enrollment into this program. The Contractor will develop and maintain RItE Share public awareness efforts. This may include communication with employers, insurers, business associations, trade organizations, and community groups.

The Contractor will assist the State in maximizing the identification of third party liability coverage for other Medicaid populations as appropriate.

The Contractor shall provide ongoing reports of RItE Share performance and utilize information to develop and implement improvement strategies in order to optimize performance.

The Bidder shall describe their approach to enhance and improve the Rite Share Program and the proposed staff and their functions.

3.1.8.4 Non-Emergency Medical Transportation Broker Services

The Contractor will provide expert technical assistance and support of the oversight and management of the Medicaid Non-Emergency Medical Transportation Broker Services program. Monitoring and oversight requires the use of technically qualified and experienced personnel, the preparation of monitoring tools, reports and recommendations for performance improvement and corrective action plans to include both operational and financial areas of the program.

3.1.9 Activity 9

Children with Special Health Care Needs

The Contractor will provide expert technical assistance in developing, implementing, updating, and monitoring the adherence to certification standards for providers of programs for children with special health care needs and their families. Contractor will provide ongoing operations and administrative support and oversight of these programs to ensure cost-effective services that will ensure children with special health care needs and their families receive timely and appropriate services in the least restrictive and most appropriate setting, based on clinical best practices. In addition, the Contractor will assist with MCO oversight of the implementation and ongoing operations of health services for CSHCN which have become part of the in-plan scope of benefits.

Contractor will also support and assist State staff in working collaboratively with stakeholders to address the needs of children with special health care needs and their families. The Contractor shall engage with and support the State on any and all opportunities provided by CMS to advance services for children with special health care needs and their families.

3.1.10 Activity 10

Behavioral Health Integration and Specialized Programs

Adults with serious mental illness require specialized programs that deliver recovery-oriented care, addressing all clinical needs both behavioral and medical. These specialized programs are responsible for ensuring integration of care which includes coordinating the member's comprehensive health care needs including physical health, mental health, substance use and social supports. The performance of these programs will be measured and the goal is improved access to high quality community based services and decreased institutional and emergency department costs. These specialized programs will be for adults with a range of serious mental health illness identified based on diagnostic characteristics. The specialized programs will be integrated within Managed Care Organizations (MCOs), Accountable Entities (AEs) and within the Fee-For-Service (FFS) delivery system through the Community Mental Health Organizations (CMHOs). Program oversight, monitoring and evaluation by the Contractor is required to ensure validity to the clinical program model and the effective implementation of responsibilities and functions by the MCOs, AEs, and the CMHOs. The program will be supported by State regulations.

The Contractor will provide expert clinical and programmatic oversight for Behavioral Health Integration and Specialized behavioral health programs and services administered by the MCOs, AEs and the FFS delivery system including those for children with special health care needs, children in substitute care, adults with disabilities, adults with severe and persistent mental illness, adults with developmental and intellectual disabilities and elders.

The Bidder will describe their approach and proposed staffing to meet the requirements of the Activity.

3.2 TASK 2 - ANALYTICS/METRICS

3.2.1 Activity 1

Program Analytic Support

The Contractor will provide the EOHHS with the necessary analytic support to ensure reliable and consistent information to assess program performance; identify budget, enrollment and utilization trends; and opportunities to maximize program efficiencies. The Contractor will assist the State with identification of potential problematic fiscal, utilization or access trends and assist the State with developing and implementing strategies to improve

The Contractor will develop effective reports and dashboards for use by Medicaid and EOHHS Leadership which highlights Medicaid populations, enrollments, budget, utilization, forecasts, trends, etc.

The Contractor will develop and utilize effective models to analyze fiscal implications of changes in policy and make recommendations for additional changes to the State.

The Contractor will facilitate training and transfer of information to State staff of procedures, business process, and methodologies in order to orient State personnel to best practices. The Contractor will describe their approach in assisting the State to meet this objective.

Program Analytic Support is comprised of the following functions:

3.2.1.1 Budget Forecasting and Tracking

The Contractor will provide technical assistance and support in developing and refining strategic models for forecasting savings and tracking budget initiatives. In addition, the Contractor will assist the State with forecasting and tracking policy and program impacts and outcomes.

3.2.1.2 Rate Setting and Actuarial Analysis

The Contractor will provide expert technical assistance and support regarding the utilization of various payment methods and rate setting. This will include provision of actuarial services in compliance with CMS requirements for the following populations eligible to enroll in managed care:

- Children and Families
- Children with Special Health Care Needs (CSHCN)
- Adults with Disabilities
- Frail Elderly (Medicaid only)
- RIte Smiles
- Dual Eligible Members

Contractor shall provide risk adjustment rates for all Managed Care Organization products within an 18 -24-month period to be included in the 2018-2019 Rate Setting Managed Care Contract. The Bidder will describe their approach in meeting this objective.

3.2.1.3 Standard Reporting

The Contractor will be responsible for data analysis and management reporting to support policy analysis and program planning and management. The Contractor will generate a standard set of monthly management reports covering all program areas. This analytic function requires the ability to link data that resides in multiple and divergent information systems, such as eligibility (RI Bridges), fiscal intermediary (MMIS), Encounter Data and other program databases such as Long Term Care clinical determinations, Long-Term Care authorizations, PACE, Katie Beckett, RIte Share, Early Intervention (Welligent), EOHHS Data Warehouse, All -Payer Claims Database (APCD) and Managed Care Organization (MCO) data. The Contractor will provide assistance to access such data systems and will create timely and useful report profiles that describe eligible populations, service utilization and cost analyses.

3.2.1.4 Audit Support

The Contractor will assist the State with responses to requests submitted by federal and state auditors. This will include analytic research and the synthezation of data and reports for audit reviews, as well as developing and implementing improvement plans to address any audit findings.

3.2.1.5 Children's Health Account

Pursuant to Rhode Island General Law 42-12-29, the EOHHS is authorized to assess certain licensed insurers in the state to effectuate coverage for home and community based services for children with special health needs. The Contractor will provide analytic and technical business

process support to implement this provision of law on an annual basis. This involves coordination with the Department of Business Regulations as well as MMIS claims analysis.

3.2.2 Activity 2

Accountable Entities and Other Innovative Payment Programs

EOHHS through the contracted Medicaid Managed Care Organizations, contract with provider-based entities certified to participate in the SFY 16 Coordinated Care Pilot program to provide care to Medicaid managed care enrollees. The Coordinated Care Pilot program is part of a broader initiative by EOHHS to promote and support the development of integrated multi-disciplinary Accountable Entities (AEs) capable of providing superior health outcomes for Medicaid populations within value based payment arrangements. The State has initiated a process for EOHHS certification of qualified Accountable Entities. The Accountable Entity Initiative, including the Coordination Care Pilot and the Delivery System Reform Incentive Program is part of the first domain of payment and delivery reform. Additionally, EOHHS is in the process of designing and implementing a statewide Delivery System Reform Investment Program called the Rhode Island Transformation Project. EOHHS will work with CMS and other State partners to design and implement this program.

The Contractor will provide a lead staff person with deep experience in Managed Care and Accountable Care policy and program design, development, implementation and evaluation. The lead staff person will assist the State in the development and evaluation of health care delivery system and payment reform alternatives.

The Bidder will describe the proposed staff positions and consultants to be used for this Activity. The Bidder will further define their approach to the oversight, evaluation and ongoing development of Accountable Entities.

3.2.3. Activity 3

Alternative Payment Methodology Development and Rate Setting

The Contractor will assist the State in development of alternative payment methodology including but not limited to:

- Eligible Alternative Payment Models (EAPM) including total cost of care payment models with significant two-sided risk – both upside and downside
- Global payment arrangements
- Performance based payments
- Risk adjustment rate methodologies for alternative payment models that include socio-demographic factors.
- Bundled payments such as Maternity and NICU reimbursement
- Alternative Prospective Payment and Encounter Payments for FQHCs and Community Mental Health Organizations (CMHOs)
- Accountable Entities Total Cost of Care Methodology inclusive of Specialized arrangements such as Behavioral Health, Long-Term Care, Specialty Care
- Risk –bearing Coordinated Care Models
- Merit- Based Incentive Payment Systems (MIPS)
- Dual Eligible payment arrangements including PACE

The Bidder will describe their proposed approach and staff and corporate experience with this Activity.

3.3 TASK 3 - FINANCE/BUDGET

The Contractor will provide the EOHHS with state of the art technical assistance and support to evaluate and monitor all aspects of Medicaid financial administration and health care financial management. The State requires a lead financial professional with advanced skills and experience with alternative health care financial payment strategies.

Medicaid financial administration includes financial forecasting, budgeting, expenditure tracking and program fiscal evaluation. Health care financial management includes budgeting, forecasting, federal reporting, auditing and actuarial analysis.

The Bidder will identify in their proposal how they will carry out the Activities outlined in this section including the knowledge and experience of the proposed staff and consultants. Specific finance/budget tasks include, but are not limited to the following:

3.3.1 Activity 1

Caseload Estimating

On a semi-annual basis, the House and Senate Fiscal Office and State Budget Office convene the Caseload and Revenue Estimating Conference. The State testifies on projected caseload enrollment and cost projections by budget line item for Medicaid and Cash Assistance. The Contractor will assist the State with developing the caseload projections by Medicaid program (Rite Care, Rhody Health Partners, Medicaid Expansion, CSHCN, Rhody Health Options, Rite Smiles, Transportation, Behavioral Health, etc.) for current and following fiscal years. The Contractor will also assist the State with expenditure projections by budget line items and will develop the documentation of testimony to be disseminated to the Conferees. The Contractor shall be available to testify at the Caseload Estimating Conference at the request of the State,

3.3.2 Activity 2

Waiver Budget Neutrality

Under the Global Waiver, the State must submit quarterly and annual reports to CMS on expenditures under the demonstration. Under the Global Waiver, the State cannot exceed an aggregate expenditure cap over 5 years. The Contractor will assist the State with:

- Calculating and reporting budget neutrality on a quarterly and annual basis as required by CMS
- Forecasting waiver budget neutrality at regular intervals, at least quarterly
- Providing technical assistance and support in preparation of CMS financial reports

3.3.3 Activity 3

Budget Initiative Development and Tracking

The EOHHS is responsible for developing and implementing a variety of budget savings initiatives each year. The Contractor will assist the State with identifying new savings opportunities, quantifying savings to be achieved and developing an implementation plan. The Contractor will utilize analytical tools to track and report savings on a monthly basis.

3.3.4 Activity 4

Children's Health Insurance Program (CHIP)

The State receives separate CHIP funding for certain population groups. The funding is in the form of a specific state allotment. The Contractor will assist the State with:

- Calculating and reporting allotment neutrality on a quarterly and annual basis as required by CMS
- Forecasting CHIP allotment neutrality at regular intervals, at least quarterly
- Providing technical assistance and support with completing quarterly Title XXI (CHIP) expenditures and enrollment reports

3.3.5 Activity 5

Risk/Gain Share and Stop Loss

Under the State's managed care contracts, MCO's are paid an actuarially certified capitation rate for covered benefits. Actual medical expenses during the contract period may be less than or exceed the medical expense portion of the capitation, constituting the basis for financial gain or loss for the plan. The State shares in the experience of the MCOs through the Risk/Gain Share component of the contract. Determination of gain share opportunities or risk share obligations is based on review of reported plan experience. The Contractor will provide technical analysis and validation of health plan financial reporting and make recommendations to the State regarding any risk share obligation or gain share opportunities. Separate Risk Share/Gain Share claiming analyses are required for each population covered by a MCO:

- RItE Care children and families
- Children with Special Health Care Needs
- Children in Substitute Care arrangements
- Rhody Health Partners
- Rhody Health Options
- RItE Smiles
- Accountable Entities (AEs) and Integrated Health Homes (IHH) have separate Risk/Gain Share and are calculated specific to these programs

Stop Loss claiming is based on the calendar year. The Stop Loss arrangements mitigate risk to the MCOs for specific high cost events. There are three types of expenses for which an MCO can be reimbursed by the State under the Stop Loss provision of the contract:

- Organ transplants
- Individual stays in nursing homes that exceed 30 consecutive days
- Expenses incurred for Early Intervention services provided to any individual member in excess of the state mandated coverage limit within a calendar year.
- Hepatitis C

The Contractor will provide technical analysis and validation of MCO Risk/Gain Share and Stop Loss reporting and make recommendations to the State regarding any recoupments or obligations.

3.3.6 Activity 6

Nursing Home Acuity-Based Rates

The Contractor will provide expert technical assistance and support with the implementation, refinement and evaluation of the acuity- based and other types of payment methodologies.

3.3.7 Activity 7

Federally Qualified Health Centers (FQHC) Payment Methodology

The Contractor will assist the State with reviewing and updating established FQHC rate setting methodology. The Contractor will also provide technical assistance and support with annual rate setting, developing alternative prospective payments models and completing reconciliation activities.

3.4. TASK 4 – CHILD CARE SUPPORT

The Department of Human Services Child Care Assistance Program provides assistance to eligible working families by helping them pay for the high cost of child care through full or partial payments to licensed and/or certified child care providers.

The Contractor will:

- Monitor authorizations and payments to contracted child care service providers
- Assist the State with child care contract development and oversight
- Provide technical assistance and training to childcare providers as needed to ensure the fiscal integrity of the program.
- Assist the Child Care Administrator in executive tasks necessary to successfully operate the DHS Child Care program

3.5 TASK 5 - SPECIAL PROJECTS / ENHANCEMENT ACTIVITIES

In addition to Tasks 1 through 4 should additional funding become available, the State reserves the option to direct the HEALTH CARE TECHNICAL SERVICES Vendor to conduct additional tasks to support the overall scope of this project. It is critical that the state have the flexibility to bring on additional technical assistance and expertise in a timely manner in order to perform activities which require similar expertise and work functions as those in Section 3: Scope of Work- Tasks 1-4.

The decision to utilize services under Task 5 will be solely at the State's request, and will be for specific enhancement activities not already included under Tasks 1 through 4. These optional activities will be defined and agreed to in writing, by both the State and the vendor, before any enhancement work begins. There is no commitment on the part of the State to utilize any or all special projects/enhancement activities. All bidders must bid on Task 5 using the hourly rates established in the award. Task should be bid and paid on a fully loaded time and materials basis for all personnel and subcontractors to be utilized in completing the optional task(s). This work must support but not duplicate the work described in the technical proposal's scope of work.

This work cannot exceed 10% of the initial award. Should new funding become available the

Purchasing Agent would need to authorize payments in excess of 10% of the contract for special enhancements. The awarded vendor shall not perform any special enhancement activities without receipt of a formal change order issued by the Division of Purchases.

NOTE: The State reserves the right to change the scope of work for any task/activity with notice.

4.0 Contractor Requirements

The Contractor must have at least 7 years of experience in the design, implementation and management of integrated health service delivery systems for Medicaid populations and populations with special needs.

The Contractor selected as a result of this RFP will be required to provide a sufficient number of dedicated on-site and consulting project staff with appropriate expertise and credentials to carry out all tasks listed in the Task 1 – 4.

The selected Contractor will have sufficient corporate experience and corporate resources necessary to successfully complete all tasks.

4.1 Contractor Responsibilities

- 4.1.1 Single Award - One contract will be awarded for the work.
- 4.1.2 Conditions Governing Subcontracting - If the Contractor intends to use any subcontractors, the Contractor must clearly identify the subcontractor in the response to the RFP. The Contractor retains responsibility for the completion and quality of any work assigned to subcontractors. The Contractor is expected to supervise the activities of subcontractors and employees in order to ensure quality.
- 4.1.3 Compliance with Statutory, Regulatory and Other Standards - The Contractor must comply with all applicable State and Federal regulations and statutes.
- 4.1.4 Confidentiality and Protection of Public Health Information and Related Data - The Contractor shall be required to execute a Business Associate Agreement Data Use Agreement, and any like agreement, that may be necessary from time to time, and when appropriate. The Business Associate Agreement, among other requirements, shall require the successful bidder to comply with 45 C.F.R 164.502(e), 164.504(e), 164.410, governing Protected Health Information (“PHI”) and Business Associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and regulations promulgated thereunder, and as amended from time to time, the Rhode Island Confidentiality of Health Care Information Act, R.I. General Laws, Section 5-37.3 et seq. The successful Bidder shall be required to ensure, in writing, that any agent, including a subcontractor, to whom it

provides Protected Health Information received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreements with respect to such information. Any information provided by the Department to the Contractor for the completion of the project may not be sold, given or otherwise shared with outside parties.

- 4.1.5 Computers - The State shall supply the Contractor with an initial supply of computers, printers and Microsoft Office software for the on-site staff.
- 4.1.6 Data and Reports - Data, information, and reports collected or prepared by the Contractor as well as equipment purchased by the Contractor in the course of performing its duties and obligations and paid by the State under this contract shall be deemed to be owned by the State of Rhode Island. This provision is made in consideration of the Contractor's use of public funds in collecting and preparing such data, information, and reports, and in purchasing equipment.
- 4.1.7 Office Space and Equipment - The State shall supply Contractor with office space and equipment such as desks, file cabinets and phones.
- 4.1.8 Administrative Support - Contractor will supply administrative support sufficient to carry out the tasks within the contract.
- 4.1.9 Travel - All travel costs for Contractor staff, including in-state and out of state travel necessary to carry out the tasks within the contract, shall be included in the cost proposal.

4.2 Contract Term

Services under the contract are subject to approval of the State's Chief Purchasing Officer and the signature of the Deputy Secretary of the Executive Office of Health and Human Services or his or her designee and shall commence on October 1, 2016, and will run through June 30, 2019. The first contract period (Year 1) will be from October 1, 2016 through June 30, 2017. The following contract years will follow the State fiscal year from July 1 through June 30. The contract shall include three one-year extensions, to be exercised at the option of the State.

In the contract, the State reserves the right, if it so chooses, to decrease staffing levels and forego the work associated with that staff. Should the State elect this option, payment will be adjusted by subtracting the fully loaded cost for that position. The State will provide adequate notice to the Contractor should the State decide to exercise this option.

5.0 TECHNICAL PROPOSAL

Narrative and format: The separate technical proposal should address specifically each of the required elements:

5.1 Executive Summary

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide the State evaluators with a broad understanding of the vendor's technical approach and ability. The executive summary should include the following:

- A clear and concise summary of the vendor's understanding of the project and the State's needs.
- A clear and concise summary of the proposed approach and staffing structure.
- A brief summary of the vendors experience and ability to perform this project.
- A general description of the capabilities and role of any subcontractors

5.2 Corporate Experience and Resources

This section shall include the following information:

A brief description of vendor's financial position and solvency.

Corporate resources that will be available to support this project including corporate support of contract management functions. (The specific qualifications of corporate resources will be further described in the next section.)

An organizational chart for the all staffing and sub-Contractors for this proposal that shows reporting relationships.

The vendor shall provide at least three (3) references for projects that are of comparable size and complexity. For each reference the vendor should include the following information:

Name of the organization

Relevance to this proposal

Brief summary of project

Timeframe for the project

Original contract amount

All resumes of staff shall be included in the appendix

5.3 Workplan/Proposed Approach

This section shall address Tasks 1-4.

This section shall describe the vendor's understanding of the State's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed.

5.4 Resource Allocation Plan

This section shall address Tasks 1-4 and should include:

5.4.1 Staff and Consultant Qualifications

This section shall include a description of all positions to be used for Tasks 1-4.

This section should include a description of each position, including minimum experience and qualifications. In an attachment to the technical proposal, please include qualifications/resumes of key staff and/or positions proposed and timeframes for commitment of personnel to this project.

5.4.2 Level of Effort

This section will indicate the number and types of all positions and list any Subcontractors being offered to perform the Tasks 1-4, indicating level of effort as well as duties and responsibilities in relation to the scope of work. Attachment A should be completed in support of this section.

5.4.3 Organization

This section should include a description of how the Contractor staff will be organized and supervised. Please include an organizational chart. In addition, include a statement of the role, responsibilities and authority of a full-time on-site project manager and deputy project manager.

6. Cost Proposal

The cost proposal must contain the following:

The scope of work for Tasks 1-3 shall be bid on a fully loaded price basis. This includes fully loaded costs of staff, subcontractors and other direct costs (ODC) to be billed and paid on a monthly basis in accordance with actual positions filled, subcontractors utilized, and ODCs incurred. Please complete Attachments B-1 and C-1.

The scope of work for Task 4 will be bid on a fully loaded price basis. This includes fully loaded costs of staff, subcontractors and other direct costs (ODC) to be billed and paid on a monthly basis in accordance with actual positions filled, subcontractors utilized, and ODCs incurred. Please complete Attachments B-2 and C-2.

The cost proposal shall also detail the percent of staff salaries that will be devoted to benefits, overhead, and profit. Please indicate a separate percent of salary to be charged within the fully loaded rate for each of these categories:

Benefits, include insurances (health, disability, life), pension, and payroll taxes. Please describe level and type of employee benefits, as well as level of employee contribution required.

Overhead, including office expenses/other

Profit

Other (please describe)

The cost proposal shall also provide percent overhead and percent profit to be charged, as well as any other costs composing the fully loaded rate, as a percentage of direct subcontractor costs.

The proposal cost of ODCs (e.g. travel, allowances, etc.) shall be indicated separately on Attachment C-1 and C-2. The cost proposal shall detail what is covered under ODCs.

7.0 EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The Executive Office of Health and Human Services reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s). Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	15 Points
Capability, Capacity, and Qualifications of the Offeror	25 Points
Quality of the Work plan	15 Points
Suitability of Approach/Methodology	15 Points
Total Possible Technical Points	70 Points
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
Total Possible Points	100 Points

*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

8.0 PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at david.francis@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference **RFP 7550526** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-8100.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties will be permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses (an original plus four (4) copies) should be mailed or hand-delivered in a sealed envelope marked “**RFP 7550526 HEALTH CARE TECHNICAL SERVICES**” to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to fifty (50) pages (this excludes any appendices). As appropriate, resumes of key staff that will provide services covered by this request.

4. **A separate, signed and sealed Cost Proposal** reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 2 electronic copies are requested and it should be placed in the proposal marked “original”.

CONCLUDING STATEMENTS

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State’s General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State’s General Conditions of Purchases/General Terms and Conditions can be found at the following URL:
<https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

ATTACHMENT A - ESTIMATED FULL TIME EQUIVALENT (FTE) POSITIONS

The Contractor must submit evidence of compliance to these proposed staffing requirements within ninety (90) days of execution of this agreement for review/approval of EOHHS. Education and experience requirements represent the minimum qualifications. Experience can be substituted for degree requirements, per approval of EOHHS.

Description	Minimum # of Staff (FTE)	Staff Qualifications
Project Manager	1 FTE	<ul style="list-style-type: none"> At least 7 years of direct experience in the development and management of Medicaid Managed Care Programs including financial monitoring & evaluation, quality analysis and program & policy development. Master's Degree in healthcare or related field. EOHHS must approve FTE in this position.
Deputy Project Manager	1 FTE	<ul style="list-style-type: none"> At least 7 years of direct experience in the development and management of Medicaid Managed Care Programs including financial monitoring & evaluation, quality analysis and program & policy development. Master's Degree in healthcare or related field. EOHHS must approve FTE in this position.
Task 1 – Activity 1 Long-Term Care Rebalancing 1115 Medicaid Waiver	1 FTE	<ul style="list-style-type: none"> 7 years' experience in managed care, healthcare, and Medicaid. Bachelors level degree. Masters degree preferred Considerable experience in the long term care field; writing reports; reviewing federal and state rules and regulations; and preparing professional documents.
Task 1 – Activity 1 Long-Term Care Rebalancing Policy and Program Development	1 FTE	<ul style="list-style-type: none"> 7 years' experience in managed care, healthcare, and Medicaid. Bachelor's level degree required. Master's degree preferred Considerable experience in the long term care field; writing reports; reviewing federal and state rules and regulations; and preparing professional documents.
Task 1 – Activity 1 Long-Term Care Rebalancing Money Follows the Person (MFP) Demonstration Project	Project Director – 1 FTE	<ul style="list-style-type: none"> 7 years' experience with the Medicaid Program and in the Long Term Care industry working to rebalance the LTC delivery and financing system. Extensive experiences with long-term care systems designs to serve individuals with complex, medical, behavior health and co-morbid conditions and has expertise and solid experience conducting health care analytics tasks. Master Degree in Health Care or a related field to the MFP Project.
Task 1 – Activity 1 Long-Term Care Rebalancing Money Follows the Person (MFP) Demonstration Project	Deputy Project Director – 1 FTE	<ul style="list-style-type: none"> 4-7 years' experience with the Medicaid program and in the long term care industry working to re-balance the LTC delivery and financing system. Have extensive experience with long-term care systems designs to serve individuals with complex, medical, behavior health and co-morbid conditions and has expertise and solid experience conducting health care

		<p>analytics tasks.</p> <ul style="list-style-type: none"> • Master Degree in Health Care or a related field to the MFP Project.
Task 1 – Activity 1 Long-Term Care Rebalancing Money Follows the Person (MFP) Demonstration Project	Program Development & Quality Specialist – 1 FTE	<ul style="list-style-type: none"> • Have 3-5 years’ experience in the health care industry related to long-term care system. • Must possess strong analytic, program design and writing skills. • Master’s Degree in Health Care or a related field to the MFP Project.
Task 1 – Activity 1 Long-Term Care Rebalancing Money Follows the Person (MFP) Demonstration Project	Data Analyst – 1.0 FTE	<ul style="list-style-type: none"> • 5-7 years’ experience in managed care, healthcare, and Medicaid. • Bachelors level degree. • Considerable experience in the long term care field; writing reports; reviewing federal and state rules and regulations; and preparing professional documents.
Task 1 – Activity 2 Health Care Purchasing Support	2.0 FTE	<ul style="list-style-type: none"> • 3-5 years’ experience in managed care, healthcare, and Medicaid. • Bachelors level degree. Master’s Degree Preferred • Policy and research analytical skills • Considerable experience with state government programs; writing reports; MMIS planning and oversight, reviewing federal and state rules and regulations; and preparing professional documents.
Task 1 – Activity 3 Communications	0.5 FTE	<ul style="list-style-type: none"> • 3-5 years’ experience in managed care, healthcare, communications, and Medicaid. • Bachelors level degree. • Must possess strong analytic, program design and writing skills.
Task 1 – Activity 4 Reports and Presentations	0.5 FTE	<ul style="list-style-type: none"> • 3-5 years’ experience in managed care, healthcare, communications, and Medicaid. • Bachelors level degree or equivalent experience.
Task 1 – Activity 5 Clinical Consultations	<p>Family Medicine - 0.25 FTE Behavioral Health 0.25 FTE</p> <p>Dental – 0.125 FTE</p>	<ul style="list-style-type: none"> • 5-7 years’ experience in healthcare, Medicaid, and clinical consultation. • MD, Ph.D., or other applicable degree.
Task 1 – Activity 6 Health Plan & Clinical Programs’ Oversight and Monitoring	7.0 FTEs	<ul style="list-style-type: none"> • 3-5 years’ experience in healthcare, Medicaid, managed cares, and contract management. • Bachelors level degree. • Must possess strong analytic, program design and writing skills. • At least one FTE must have a behavioral health degree and background.
Task 1 – Activity 7 Quality Assurance and Quality	1.8 FTEs & Consultants	<ul style="list-style-type: none"> • Have 3-5 years’ experience in the health care industry related to quality improvement programs. • Must possess strong analytic, program design and

Improvement (QA/QI)/Program Integrity		<p>writing skills.</p> <ul style="list-style-type: none"> • Master's Degree in Health Care or a related field.
Task 1- Activity 8a Business Support Function Info Line/Customer Services	2 FTEs	<ul style="list-style-type: none"> • 3 to 5 years' experience as a Bi-lingual call center representative • High School Diploma or Associates Degree • Must possess strong communication skills.
Task 1-Activity 8b Administrative Support/Documents Management	2 FTEs & Temps as needed.	<ul style="list-style-type: none"> • 3 to 5 years' experience with Microsoft Office Suite, Adobe, and other applicable programs. • Must possess strong typing, analytic, and report preparation skills. • High School Diploma or Associates Degree
Task 1- Activity 8c RIt Share Program/Employer Contact Unit	3 FTEs 0.5 FTE – RIt Share Reports	<ul style="list-style-type: none"> • 3 to 5 years' experience in healthcare, Medicaid, and client communications. • Must possess strong typing, analytic, data entry and communication skills. • High School Diploma or Associates Degree
Task 1 – Activity 8d Non-Emergency Medical Transportation Broker Services	Financial support (0.2 FTE); Programmatic support (0.5 FTE) and Quality/Compliance support (0.2 FTE).	<ul style="list-style-type: none"> • Have 3-5 years' experience in the health care industry related to Medicaid transportation programs. • Must possess strong analytic, program design and writing skills. • Master's Degree in Health Care or a related field
Task 1 – Activity 9 Children with Special Health Care Needs	2.0 FTEs	<ul style="list-style-type: none"> • Have 5-7 years' experience in the health care industry related to the implementation of programs for children with complex health needs. • Must possess strong analytic, program design and writing skills. • Master's Degree in Health Care or a related field.
Task 2 – Analytics/Metrics – Activity 1: -Program Analytic Support -Budget Forecasting & Tracking -Rate Setting & Actuarial Analysis -Standard Reporting -Audit Support -Children's Health Account	6.0 FTEs – plus Consultants	<ul style="list-style-type: none"> • Have 5-7 years' experience in the health care industry related to the development of Medicaid programs and policies; actuarial analysis; fiscal analysis; budget forecasting; and audit support. • Must possess strong analytic, program design and writing skills. • Master's Degree in Health Care or a related field.
Task 2 –	2.0 FTEs &	<ul style="list-style-type: none"> • Have 7 years' experience in the health care industry

Analytics/Metrics – Activity 2: Accountable Entities and Other Innovative Payment Programs	Consultants	<p>related to the development of Medicaid programs and policies; innovative payment methodology; program design; and implementation.</p> <ul style="list-style-type: none"> • Must possess strong analytic, program design and writing skills. • Master’s Degree in Economics, Accounting, Health Care Analytics, or a related field.
Task 3 – Financial/Budget – -Caseload Estimating -Waiver Budget Neutrality -Budget Initiative Development Tracking -Children’s Health Insurance Program (CHIP) -Risk/Gain Share and Stop Loss -Nursing Home Acuity-Based rates -Federally Qualified Health Centers (FQHC) Payment Methodology	2.0 FTEs & Consultants	<ul style="list-style-type: none"> • Have 7 years’ experience in the health care industry related to the development of Medicaid programs and policies; financial analysis; budget forecasting; report preparation; financial reconciliation; and actuarial analysis. • Must possess strong analytic, program design and writing skills. • Master’s Degree in Economics, Accounting, Health Care Analytics or a related field.
Task 4 – Child Care Support	1.0 FTE & Consultants	<ul style="list-style-type: none"> • Have 5-7 years’ experience in the health care industry related to the implementation of programs for children; collection of child support; and implementation of state programs to monitor child support collection. • Must possess strong knowledge of educational standards of early childhood, program design and writing skills. • Master’s Degree in Education, Health Care or a related field.

Attachment A – 1
Technical Proposal
Resource Allocation
Plan

List of Proposed Staff and Subcontractors
 (Expand rows to list staffing as needed)

Percent FTE Staffing Proposed for Task 1-4 Only
 Please define number of hours for one (1) Full-time Equivalent (FTE)

Task	1	2	3	4	Total
On-Site staff position titles (and names if applicable)					
Example Only John Doe, Data Analyst	20%	60%	30%	0%	100%
Total FTEs proposed					

Subcontractors for Tasks 1-4 Only

Estimated Level of
 Effort by Subcontractors
 - Number of Hours by
 Task Annually

Task	1	2	3	4	Total
Subcontractors (Type of business or name of business)					
Example Only Jane Doe, Policy Specialist	100 hours	0 hours	0 hours	0 hours	100 hours
Total Subcontractor level of effort proposed					

Attachment B-1
Cost Proposal
Labor Costs for Tasks 1-3

Staff Fully Loaded Rates

[illegible]

Attachment B-2
Cost Proposal
Labor Costs for Task 4

Staff Fully Loaded Rates

[illegible]

Attachment C-1

**Cost Proposal Summary for Tasks
1-3**

	Base Awards				Option Years		
	Contract Period 1 10/01/16 - 06/30/17 (9 months)	Contract Period 2 07/01/17 – 06/30/18 (12 months)	Contract Period 2 07/01/18 – 06/30/19 (12 months)	Total Contract Periods 1-3 10/01/16 – 06/30/19 (33 months)	Contract Period 4 07/01/19 – 06/30/20 (12 months)	Contract Period 5 07/01/20 – 06/30/21 (12 months)	Contract Period 6 07/01/21 – 06/30/22 (12 months)
	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs
Labor	\$	\$	\$	\$	\$	\$	\$
ODCs	\$	\$	\$	\$	\$	\$	\$
Subcontractors	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$	\$

Attachment C-2

Cost Proposal Summary for Tasks 4

	Base Awards				Option Years		
	Contract Period 1 10/01/16 - 06/30/17 (9 months)	Contract Period 2 07/01/17 – 06/30/18 (12 months)	Contract Period 2 07/01/18 – 06/30/19 (12 months)	Total Contract Periods 1-3 10/01/16 – 06/30/19 (33 months)	Contract Period 4 07/01/19 – 06/30/20 (12 months)	Contract Period 5 07/01/20 – 06/30/21 (12 months)	Contract Period 6 07/01/21 – 06/30/22 (12 months)
	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs	Total Costs
Labor	\$	\$	\$	\$	\$	\$	\$
ODCs	\$	\$	\$	\$	\$	\$	\$
Subcontractors	\$	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$	\$

Attachment D

Checklist Summary

Bidder Name

Technical Proposal Elements			Proposal Page # (to be completed by Bidder)
Corporate Experience and Resources			
Technical Approach & Understanding of Work			
	3.1 Task 1 - Project Management		
	3.1.1	Activity 1 Reinventing Medicaid	
		3.1.1.1 Health Care Purchasing	
	3.1.2	Activity 2 Long-term Care Rebalancing	
		3.1.2.1 Money Follows the Person (MFP) Demonstration Project	
		3.1.2.2 Integrated Care Initiative	
	3.1.3	Activity 3 Communications	
	3.1.4	Activity 4 Reports and Presentations	
	3.1.5	Activity 5 Clinical Consultation	
	3.1.6	Activity 6 Health Plan & Clinical Oversight and Monitoring	
	3.1.7	Activity 7 Quality Assurance and Quality Improvement (QA/QI)/Program Integrity	
	3.1.8	Activity 8 Business Support Function	
		3.1.8.1 Info Line/Customer Services	
		3.1.8.2 Special Education	
		3.1.8.3 Administrative Support/Documents Management	
		3.1.8.4 Rlte Share Program/Employer Contact Unit	
	3.1.9	Activity 9 Children with Special Health Care Needs	
	3.1.10	Activity 10 Behavioral Health Integration and Specialized Programs	
	3.2 Task 2 - Analytics/Metrics		
	3.2.1	Activity 1 Program Analytic Support	
		3.2.1.1 Budget Forecasting and Tracking	
		3.2.1.2 Rate Setting and Actuarial Analysis	
		3.2.1.3 Standard Reporting	
		3.2.1.4 Audit Support	
		3.2.1.5 Children's Health Account	
	3.3 Task 3 - Finance/Budget		
	3.3.1	Activity 1 Caseload Estimating	
	3.3.2	Activity 2 Waiver Budget Neutrality	
	3.3.3	Activity 3 Budget Initiative Development and Tracking	
	3.3.4	Activity 4 Children's Health Insurance Program (CHIP)	
	3.3.5	Activity 5 Risk/Gain Share and Stop Loss	
	3.3.6	Activity 6 Nursing Home Acuity-Based Rates	

Technical Proposal Elements			Proposal Page # (to be completed by Bidder)
		3.3.7 Activity 7 Federally Qualified Health Center (FQHC) Payment Methodology	
	3.4 Task 4 Child Care Support		
5.0 Technical Proposal			
	5.1 Executive Summary		
	5.2 Corporate Experience and Resources		
	5.3 Work Plan/Proposed Approach		
	5.4 Resource Allocation Plan		
		5.4.1 Staff and Consultant Qualifications	
		5.4.2 Level of Effort	
		5.4.3 Organization	
Attachments			
	Attachment A Estimated Full Time Equivalent (FTE) Positions		
	Attachment A-1 Staffing Chart		
	Attachment B-1 Labor Cost for Tasks 1-3		
	Attachment B-2 Labor Cost for Task 4		
	Attachment C-1 Cost Proposal Summary for Tasks 1-3		
	Attachment C-2 Cost Proposal Summary for Task 4		
	Attachment D Checklist Summary		

Agreement Number:

AGREEMENT

Between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

and

Name of Contractor:	<u>Name of Contractor</u>
Title of Agreement:	<u>ABC Agreement</u>
Basis for Contract:	<u>(Ex RFP or LOI #)</u>
Contract Award:	<u>\$000,000</u>
Performance Period:	<u>July 1, 2015 to June 30, 2016 (EXAMPLE)</u>

A G R E E M E N T

This agreement, hereinafter "Agreement", including attached ADDENDA, is hereby entered into this (DATE PRESENTED)_____ day of _____ 201#, by and between the State of Rhode Island acting by and through the **Executive Office of Health and Human Services** (hereinafter referred to as "the Executive Office"), and _____ (hereinafter referred to as "the Contractor").

WHEREAS, the Executive Office desires to engage the Contractor to offer services and activities further described, but not limited to the work described in this Agreement, including any Exhibit(s) or Addenda, that are attached hereto and are hereby incorporated by reference into this Agreement.

WHEREAS the Contractor is willing and qualified to provide services, the parties hereto do mutually agree as follows:

PAR. 1. GOVERNING LAW AND GENERAL TERMS AND CONDITIONS

The State's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing apply as the governing terms and conditions of this Agreement, which can be obtained at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. In addition, the provisions of Federal Laws, Regulations and Procedures governing the implementation of federal funds apply to this Agreement. See also **PAR. 35. - GOVERNING LAW** for further governing law issues. All ADDENDA referenced herein and attached hereto are made a part of and are inclusive in this Agreement.

PAR. 2. PERFORMANCE

The Contractor shall perform all obligations, duties and the required scope of work for the period of time listed in this Agreement, Exhibit(s) and/or Addenda that are attached hereto and are incorporated by reference herein, in a satisfactory manner to be determined at the sole and absolute discretion of the Executive Office, and in accordance with requirements of this Agreement. The Contractor shall perform in accordance with applicable State statutory and policy requirements as well as Federal statutory and policy requirements (as defined in 2 CFR § 200.300). More specifically, the **ADDENDUM I - SCOPE OF WORK** shall include performance measurement(s) 2 CFR § 200.301, monitoring and reporting program performance 2 CFR § 200.328, and performance must be in accordance with requirements for pass-through entities 2 CFR § 200.331. The Executive Office shall have the right at any time, to review the work being performed as well as the place where such work is performed; and to that end, the Executive Office shall be given reasonable access to all activities related to this Agreement.

In accordance with 2 CFR § 200.331 (d) the Executive Office will:

Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes,

regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

The Executive Office may request at any time additional monitoring, reporting, site visits, and audits in accordance with 2 CFR § 200.501 or if applicable “Yellow Book” audits (see Paragraph 24). All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR § 200.333.

PAR. 3. TIME OF PERFORMANCE

The Contractor shall commence performance of this Agreement on the ____ day of _____ 20##, and shall complete performance no later than the ____ day of _____ 20## (hereinafter the “Initial Term”), unless terminated prior to that day by other provisions of this Agreement. *If this contract was awarded as a result of an RFP or bid process, then, by mutual agreement, this contract may be extended as stated in the RFP or bid process (hereinafter “Renewal Term(s)”) beyond the Initial Term upon one hundred twenty (120) days prior written notice of the expiration of the Initial Term or any Renewal Term to the Contractor.*

In the event the Executive Office or the Contractor gives notice of its intent not to renew this Agreement, the Executive Office shall have the right to extend all or any services to be performed under this Agreement for an additional period of one hundred and eighty (180) days, or such longer period as mutually agreed by the parties in writing.

PAR. 4. PROJECT OFFICER – EXECUTIVE OFFICE

The Executive Office shall appoint a Contract Officer to manage this Agreement. The Contractor agrees to maintain close and continuing communication with the Contract Officer throughout the performance of work and services undertaken under the terms of this Agreement. The Contract Officer is responsible for authorizing, or seeking authorization of all payments made by the Executive Office to the Contractor under this Agreement.

PAR. 5. PROJECT OFFICER – CONTRACTOR

The Contractor shall appoint a Project Officer to be responsible for coordinating and reporting work performed by the Contractor agency under this Agreement. The Project Officer shall notify the Executive Office in writing immediately, and seek approval from the Executive Office, should a change to this Agreement be necessary in the opinion of the Project Officer. Under no circumstances will a change be undertaken without the prior written approval of the Executive Office.

PAR. 6. BUDGET

Total payment for services to be provided under this Agreement shall not exceed the total budget as detailed in **ADDENDUM II**. Expenditures exceeding budget line-item categories by ten percent (10%) shall not be authorized unless prior written approval is first obtained pursuant to **PAR. 10. - MODIFICATION OF AGREEMENT**, subject to the maximum amount of this Agreement as stated above.

PAR. 7. METHOD OF PAYMENT AND REPORTS

The Executive Office will make payments to the Contractor in accordance with provisions of **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE** attached hereto and incorporated by reference herein. The Executive Office acknowledges and agrees that any increase in expenses due to delays by the Executive Office which extends the time of performance shall be subject to reimbursement of the costs associated with such delays. The Contractor will complete and forward narrative, fiscal, and all other reports per **ADDENDUM III - PAYMENTS AND REPORTS SCHEDULE**.

PAR. 8. TERMINATION AND/OR DEFAULT OF AGREEMENT

This Agreement shall be subject to termination under any of the following conditions:

- a) Mutual Agreement
The contracting parties mutually agree in writing to termination.
- b) Default by Contractor
The Executive Office may, by not less than thirty (30) days prior written notice to the Contractor, terminate the Contractor's right to proceed as to the Agreement if the Contractor:
 - 1. Materially fails to perform the services within the time specified or any extension thereof; or
 - 2. So fails to make progress as to materially endanger performance of the Agreement in accordance with its terms; or
 - 3. Materially breaches any provision of this Agreement.Termination, at the option of the Executive Office shall be effective not less than thirty (30) days after receipt of such notice, unless the Contractor shall have corrected such failure(s) thirty (30) days after the receipt by the Contractor of such written notice; any failure which, in the exercise of due diligence, cannot be cured within such thirty (30) day period shall not be deemed a default so long as the Contractor shall within such period commence and thereafter continue diligently to cure such failure.
- c) Termination in the Interest of the Executive Office

The Executive Office may terminate this agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, not less than thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of the Executive Office, become its property. If the agreement is terminated by the Executive Office as provided herein, the Contractor will be paid an amount which bears the same rate to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payment of compensation previously made.

d) Availability of Funds

It is understood and agreed by the parties hereto that all obligations of the Executive Office, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State and Federal funds, and in no event shall the Executive Office be liable for any payments hereunder in excess of such available and appropriated funds. In the event that the amount of any available or appropriated funds provided by the State or Federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified amount of services to be purchased hereunder for any reason whatsoever, the Executive Office shall notify the Contractor of such reduction of funds available and the Executive Office shall be entitled to reduce its commitment hereunder as it deems necessary, but shall be obligated for payments due to the Contractor up to the time of such notice. None of the provisions of this paragraph shall entitle the Executive Office to compensation for anticipated profits for unperformed work.

PAR. 9. RESPONSIBILITIES UPON TERMINATION AND/OR DEFAULT OF AGREEMENT

Upon delivery to the Contractor of a notice of termination, specifying the nature of the termination, the extent to which performance of work under this contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified in the notice of termination.
2. Take such action as may be necessary, or as the Executive Office's project manager may reasonably direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Executive Office has or may acquire an interest.
3. Terminate all orders to the extent that they relate to the performance of work terminated by the notice of termination.
4. Subject to the provisions of this paragraph, assign to the Executive Office in the manner and to the extent directed by the Executive Office's project officer all of the rights, title, and interest of the Contractor under the orders so terminated, in which case the Executive Office shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders, however, notwithstanding this provision, the Contractor will not be obligated to assign any such rights, title or interest in the absence of payment therefore by the Executive Office.

5. With the approval or ratification of the Executive Office's project manager, initiate settlement of all outstanding liabilities and all claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this contract. Prior to a final settlement of said outstanding liabilities and claims arising out of such termination, final written approval of the Executive Office's project manager must be obtained. Final approval by the Executive Office shall not be unreasonably withheld.
6. Subject to the provisions of this paragraph, transfer title, or if the Contractor does not have title, then transfer their rights to the Executive Office (to the extent that title has not already been transferred) and deliver in the manner, at reasonable times, and to the extent reasonably directed by the Executive Office's project manager all files, processing systems, data manuals, or other documentation, in any form, that relate to all the work completed or in progress prior to the notice of termination.
7. Complete the performance of such part of the work as shall not have been terminated by the notice of termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
8. Unless terminated by the Executive Office for default of the Contractor, the Contractor shall be entitled to reasonable account shut down expenses associated with such termination including the penalties associated with early termination of lease, software, hardware, and any other unamortized or incremental expenses accrued but not charged, excluding anticipated profits which shall not be reimbursed. The Contractor shall submit all identified shut down expenses associated with such termination incurred before and prior to the termination date. Any damages to the Executive Office shall offset any shutdown expenses to the Executive Office.
9. The Contractor acknowledges and agrees the services and/or deliverables provided under this Agreement are very important to the Executive Office and that upon expiration or termination of the Agreement, must be continued without interruption whether by the State, the Executive Office, governmental agency or another private entity ("successor entity"). Prior to the end of the Termination and up to sixty (60) days thereafter, the Contractor agrees to make an orderly transition of contract and/or deliverables hereunder and to perform any and all tasks in good faith that are necessary to preserve the integrity of the work performed by the Contractor on behalf of the Executive Office. Upon termination or expiration of the Agreement, the Contractor, shall, if requested by the Executive Office at least thirty (30) days prior to such termination or expiration, provide reasonable training for the successor entity and/or continued performance of services. For providing such training or continued performance after the Term of the Agreement, the Executive Office shall pay the Contractor at mutually agreed rates for personnel used in providing such training and/or services unless services delivered are already defined herein and rates established then such rates shall apply for such period. Should any missing data, materials, documents, etc., be discovered after expiration or termination, a grace period of one hundred and twenty (120) days shall be in effect during which the data, materials, documents, etc., is to be provided at a predetermined cost or at no additional cost if the Contractor caused the loss. Lost data shall be provided to the Executive Office in form acceptable to the Executive

Office.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the agreement shall be modified, in writing, accordingly, if:

- a) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this agreement; and
- b) The Contractor asserts its right to an equitable adjustment within ninety (90) days after the end of the period of work stoppage; provided, that if the state decides the facts justify the action, the state may receive and act upon a proposal submitted at any time before final payment under this Agreement.

The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause, however, unless termination is for a default by the Contractor, the Contractor shall have the right to recover costs associated with maintaining the personnel, leases and equipment during the period of time the stop work order was in effect that cannot otherwise be reasonably utilized by the Contractor during the stop work period.

If the agreement is terminated for default, following a reasonable notice and cure period not to exceed thirty (30) days unless agreed to by both parties, the Executive Office may withhold payment of any amount in excess of fair compensation for the work actually completed by the Contractor prior to termination of this Agreement and will be entitled to pursue all of its other available legal remedies against the Contractor. Notwithstanding the above, the Contractor shall not be relieved of liability to the Executive Office for damages sustained by virtue of any breach of this Agreement by the Contractor.

The Contractor's liability to the Executive Office for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature, the total fees paid by the Executive Office to the Contractor under this Agreement. The exception to this limitation of liability is with regard to any direct damages incurred by the Executive Office due to the intentional tortious actions of the Contractor in the performance or nonperformance of its obligations under this Agreement. Also, there should be no limitation of the Contractor's liability for disclosure of confidential information or intellectual property infringement. Neither party shall be liable for any amounts for loss of income, profit or savings or incidental, consequential, indirect, exemplary, punitive, or special damages of any party, including third parties arising out of or related to this Agreement; provided, however, that the foregoing shall not be deemed to limit in any way the provisions of **ADDENDUM XIII - LIQUIDATED DAMAGES** of this Agreement.

The imposition of liquidated damages shall not limit the Executive Office's rights to pursue any other non-monetary remedies available to it.

The Executive Office may, by written notice of default to the Contractor, provide that the Contractor may cure a failure or breach of this contract within a period of thirty (30) days (or such longer period as the Executive Office's agreement administrator or project manager may authorize in writing), said period to commence upon receipt of the notice of default specifying such failure or breach. The Executive Office's exercise of this provision allowing the Contractor time to cure a failure or breach of this Agreement does not constitute a waiver of the Executive Office's right to terminate this Agreement, without providing a cure period, for any other failure or breach of this Agreement. In the event the Contractor has failed to perform any substantial obligation under this Agreement, or has otherwise committed a breach of this Agreement, the Executive Office may withhold all monies due and payable to the Contractor directly related to the breach, without penalty, until such failure is cured or otherwise adjudicated.

Assurances before breach

a) If documentation or any other deliverables due under this contract are not in accordance with the contract requirements as reasonably determined by the project manager, upon the Executive Office's request, the Contractor, to the extent commercially reasonable, will deliver additional the Contractor resources to the project in order to complete the deliverable as required by the agreement as reasonably determined by the Executive Office and to demonstrate that other project schedules will not be affected. Upon written notice by the Executive Office's project manager of the Executive Office's concerns regarding the quality or timeliness of an upcoming deliverable, the Contractor shall, within five (5) business days of receipt of said notice, submit a corrective action plan documenting the Contractor's approach to completing the deliverable to the satisfaction of the Executive Office's project officer without affecting other project schedules. The Executive Office's project manager, within five (5) business days of receipt of the corrective action plan, shall approve the plan, reject the plan, or return the plan to the Contractor with specific instructions as to how the plan can be modified to merit approval and a specific time period in which the revised plan must be resubmitted.

Nothing in the language contained in "limitation of liability" article, "Contractor's liability for injury to person's or damage to property" article and "indemnification" article shall be construed to waive or limit the state or federal sovereign immunity or any other immunity from suit provided by law including, but not limited to Rhode Island General Laws, Title 9 Chapter 31, "Governmental Tort Liability."

Executive Office's options at termination

In the event the Executive Office terminates this contract pursuant to this paragraph, the Executive Office may at its option:

- a) Retain all or a portion of such hardware, equipment, software, and documentation as has been provided, obtaining clear title or rights to the same, and procure upon such terms and in such manner as the Executive Office's project manager may deem appropriate, hardware, equipment, software, documentation, or services as are necessary to complete the project; or
- b) Notwithstanding the above, except as otherwise agreed, nothing herein shall limit the right of the Executive Office to pursue any other legal remedies against the

Contractor.

In order to take into account any changes in funding levels because of executive or legislative actions or because of any fiscal limitations not presently anticipated, the Executive Office may reduce or eliminate the amount of the contract as a whole with the scope of services being reduced accordingly, or subject to agreement by the parties concerning the scope and pricing, reduce or eliminate any line item(s).

Notwithstanding the terms, conditions and/or requirements set out in Paragraphs 7 and 8, the Contractor shall not be relieved of liability to the Executive Office for damages sustained by the Executive Office by virtue of any breach of the Agreement by the Contractor, and the Executive Office may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Executive Office from the Contractor is determined.

PAR. 10. MODIFICATION OF AGREEMENT

The Executive Office may permit changes in the scope of services, time of performance, or approved budget of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by the Executive Office and the Contractor, must be in writing and shall be made a part of this agreement by numerically consecutive amendment excluding “Special Projects”, if applicable, and are incorporated by reference into this Agreement. No changes are effective unless reflected in an approved change order issued by the State’s Division of Purchases.

Special Projects are defined as additional services available to the Executive Office on a time and materials basis with the amounts not to exceed the amounts referenced on the Contractor’s RFP cost proposal or as negotiated by project or activity. The change order will specify the scope of the change and the expected completion date. Any change order shall be subject to the same terms and conditions of this Agreement unless otherwise specified in the change order and agreed upon by the parties. The parties will negotiate in good faith and in a timely manner all aspects of the proposed change order.

PAR. 11. SUBCONTRACTS

It is expressly agreed that the Contractor shall not enter into any subcontract(s) nor delegate any responsibilities to perform the services listed in this Agreement without the advanced, written approval of the Executive Office. If in **ADDENDUM XVI – BID PROPOSAL**, the Bid Proposal permits Subcontracting, the Contractor must provide the name and the extent of services provided by the Subcontractor in the **BUDGET** paragraph 6, and more fully explained in **ADDENDUM II** of this Agreement, and as further agreed to by the Executive Office and the Contractor in **ADDENDUM IX – SUBCONTRACTOR COMPLIANCE**, which is incorporated by reference herein, and which outlines the expectations and requirements of subcontracted vendors to this Agreement.

If the Contractor subsequently needs to enlist the services of a Subcontractor, the

Contractor shall obtain prior written approval of the Executive Office. Approval of the Executive Office for the Contractor to enter into subcontracts to perform the services or obligations of the Contractor pursuant to this Agreement shall not be unreasonably withheld. Nothing in this Agreement or in a subcontract or sub-agreement between the Contractor and subcontractors shall create any contractual relationship between the subcontractor and the Executive Office. Approval by the Executive Office of the Contractor's request to subcontract shall not relieve the Contractor of its responsibilities under this contract and the Contractor shall therefore remain responsible and liable to the Executive Office for any conduct, negligence, acts and omissions, whether intentional or unintentional, by any subcontractor

The positions named by the Contractor and detailed in **ADDENDUM XVII – CORE STAFF POSITIONS**, which is incorporated by reference herein, will be considered core project staff positions for this project. The Contractor will not alter the core project team or use an independent contractor, company or subcontractor to meet required deliverables without the prior written consent of the Executive Office's project officer or other appointed designee(s) for which consent shall not be unreasonably withheld. Failure to comply with the provisions of this Paragraph could result in denial of reimbursement for such non-approved sub-contracts.

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors) harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part from the Contractor's willful misconduct, negligence, or omission in provision of services or breach of this Agreement including, but not limited to, injuries of any kind which the staff of the Contractor or its subcontractor may suffer directly or may cause to be suffered by any staff person or persons in the performance of this Agreement, unless caused by the willful misconduct or gross negligence of the Indemnitees.

The Contractor shall indemnify and hold the State of Rhode Island, its departments, agencies, branches and its or their officers, directors, agents or employees (together the "Indemnitees" and their subcontractors") harmless against claims, demands, suits for judgments, losses or reasonable expenses or costs of any nature whatsoever (including actual reasonable attorney's fees) to the extent arising in whole or part for infringement by the Contractor of any intellectual property right by any product or service provided hereunder.

Nothing in this agreement shall limit the Contractor's liability to indemnify the State for infringements by the Contractor of any intellectual property right.

Nothing in the language contained in this Agreement shall be construed to waive or limit the State or federal sovereign immunity or any other immunity from suit provided

by law including, but not limited to Rhode Island General Law, Title 9, Chapter 31 et al., entitled “Governmental Tort Liability.”

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

By signing this Agreement, the Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.); Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.); The Food Stamp Act, and the Age Discrimination Act of 1975, The United States Department of Health and Human Services Regulations found in 45 CFR, Parts 80 and 84; the United States Department of Education Implementing regulations (34 CFR, Parts 104 and 106; and the United States Department of Agriculture, Food and Nutrition Services (7 CFR 272.6), which prohibit discrimination on the basis of race, color, national origin (limited English proficiency persons), age, sex, disability, religion, political beliefs, in acceptance for or provision of services, employment, or treatment in educational or other programs or activities, or as any of the Acts are amended from time to time.

Pursuant to Title VI and Section 504, as listed above and as referenced in **ADDENDA V AND VI**, which are incorporated herein by reference and made part of this Agreement, the Contractor shall have policies and procedures in effect, including, mandatory written compliance plans, which are designed to assure compliance with Title VI section 504, as referenced above. An electronic copy of the Contractor’s written compliance plan, all relevant policies, procedures, workflows, relevant chart of responsible personnel, and/or self-assessments must be available to the Executive Office upon request.

The Contractor’s written compliance plans and/or self-assessments, referenced above and detailed in **ADDENDA V AND VI** of this Agreement must include but are not limited to the requirements detailed in **ADDENDA V AND VI** of this Agreement.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI and/or Section 504 compliance and/or self-assessments, as referenced above, by the Contractor and/or any subcontractor or vendor of the Contractor.

The Contractor acknowledges receipt of **ADDENDUM V - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964** and **ADDENDUM VI - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973**, which are incorporated herein by reference and made part of this Agreement.

The Contractor further agrees to comply with all other provisions applicable to law, including the Americans with Disabilities Act of 1990; the Governor’s Executive Order

No. 05-01, Promotion of Equal Opportunity and the Prevention of Sexual Harassment in State Government.

The Contractor also agrees to comply with the requirements of the Executive Office of Health and Human Services for safeguarding of client information as such requirements are made known to the Contractor at the time of this contract. Changes to any of the requirements contained herein shall constitute a change and be handled in accordance with **PAR. 10. - MODIFICATION OF AGREEMENT** above.

Failure to comply with this Paragraph may be the basis for cancellation of this Agreement.

PAR. 14. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement (whether by assignment or novation) without the prior written consent of the State's Division of Purchases, thereto; provided, however, that claims or money due or to become due to the Contractor from the Executive Office under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Executive Office.

PAR. 15. COPYRIGHTS

Any and all data, technical information, information systems, materials gathered, originated, developed, prepared, modified, used or obtained by the Contractor in performance of the Agreement used to create and/or maintain work performed by the Contractor, including but not limited to, all hardware, software computer programs, data files, application programs, intellectual property, source code, documentation and manuals, regardless of state of completion shall be deemed to be owned and remain owned by the State ("State Property"), and the State has the right to (1) reproduce, publish, disclose or otherwise use and to authorize others to use the State Property for State or federal government purposes, and (2) receive delivery of such State Property upon 30 days notice by the State throughout the term of the contract and including 120 days thereafter. To be clear with respect to State Property, the work shall be considered "work for hire," i.e., the State, not the selected Contractor or any subcontractor, shall have full and complete ownership of all State Property. The selected Contractor and any subcontractor hereby convey, assign and transfer to State any and all of its or their right, title and interest in State Property, if any, including but not limited to trademarks and copyrights. The State hereby grants to the federal government, and the federal government reserves, a royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose or otherwise use and to authorize others to use for federal government purposes such software, modifications and documentation designed, developed or installed with federal financial participation.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in the Scope of Work in Addendum I with or without identifiers, may be released or publicly disclosed in any form for any purpose

if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Executive Office's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office's files identify or would, with reasonable effort, permit one to identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from EOHHS is considered confidential by the Executive Office. For further requirements regarding confidentiality of information please refer to Paragraph 26 of this Agreement.

With respect to claims arising from computer hardware or software manufactured by a third party and sold by the Contractor as a reseller, the Contractor will pass through to the Executive Office such indemnity rights as it receives from such third party ("third party obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the third party obligation, the Contractor will provide the Executive Office with indemnity protection equal to that called for by the third party obligation, but in no event greater than that called for in the first sentence of this Paragraph the provisions of the preceding sentence apply only to third party computer hardware or software sold as a distinct unit and accepted by the Executive Office. Unless a third party obligation provides otherwise, the defense and payment obligations set forth in this Paragraph will be conditional upon the following:

1. The Executive Office will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time;
2. The Contractor will have sole control of the defense of any action on all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Rights by any product or service provided hereunder; and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future state operations or liability, or when involvement of the state is otherwise mandated by law, the state may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the state will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The State will reasonably cooperate in the defense and in any related settlement negotiations.

Should the deliverables or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Rights, the Executive Office shall permit the Contractor at its option and expense either to procure for the Executive Office the right to continue using the deliverables or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such deliverables or software by the Executive Office shall be prevented by injunction, the Contractor agrees to take back such deliverables or software and make every reasonable effort to assist the Executive Office in procuring substitute deliverables or software. If, in the sole opinion of the Executive Office, the return of such infringing deliverables or software makes the retention of other deliverables or software acquired from the Contractor under this Agreement impractical, the Executive Office shall then have the option of terminating such agreements, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such deliverables or software and refund any sums the Executive Office has paid the Contractor less any reasonable amount for use or damage.

The Contractor shall have no liability to the Executive Office under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement that is based upon:

- The combination or utilization of deliverables furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
- The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of the Contractor-supplied operating software; or
- The modification by the Executive Office of the equipment furnished hereunder or of the software; or
- The combination or utilization of software furnished hereunder with non-Contractor supplied software.

The Contractor certifies that it has appropriate systems and controls in place to ensure that Executive Office funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Contractor agrees that no findings, listing, or information derived from information obtained through performance, as described in **ADDENDUM I - SCOPE OF WORK**, with or without identifiers, may be released or publicly disclosed in any form for any purpose if such findings, listing, or information contain any combination of data elements that might allow an individual to determine a beneficiary's identification without first obtaining written authorization from the Executive Office's project officer. Examples of such data elements include, but are not limited to geographic indicators, age, sex, diagnosis, procedure, date of birth, or admission/discharge date(s). The Contractor agrees further that the Executive Office shall be the sole judge as to whether any finding, listing, information, or any combination of data extracted or derived from the Executive Office's files identify or would, with reasonable effort, permit one to

identify an individual, or to deduce the identifying of an individual to a reasonable degree of certainty. The Contractor agrees that the conditions set forth herein apply to any materials presented or submitted review and/or publication that contain individual identifying elements in the information obtained, as stated above, unless such information is presented in the aggregate. Under no circumstance, shall the Contractor publicly disclose or present or submit any materials for review and/or publication that contains an individual's social security number, in part or in whole. The Contractor is hereby notified that all initial data received from the Executive Office is considered confidential by the Executive Office.

PAR. 16. PARTNERSHIP

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Contractor included in this Agreement as employees, agents, or representatives of the Executive Office.

PAR. 17. INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, without first disclosing to the Executive Office in writing and then subsequently obtaining approval, in writing, from the Executive Office, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person having any such interest shall be employed by the Contractor for the performance of any work associated with this Agreement.

PAR. 18. FEDERAL FUNDING PROVISIONS

Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to the Executive Office. The Provisions of Paragraph 5 and Addendum II notwithstanding, the Contractor agrees to make claims for payment under this Agreement in accordance with applicable federal policies. The Contractor agrees that no payments under this Agreement will be claimed for reimbursement under any other Agreement, grant or contract that the Contractor may hold that provides funding from the same State or Federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of claims for payment under this Agreement. The Contractor specifically agrees to abide by all applicable federal requirements for Contractors. Additionally, the Federal Award must be used in accordance with the specific Catalog of Federal Domestic Assistance (CFDA) number listed in **ADDENDUM IV – FISCAL ASSURANCES**. <https://www.cfda.gov/>

States are required to collect information from contractors for awards greater than \$25,000 as described in **ADDENDUM XVIII – FEDERAL SUBAWARD REPORTING** (hereafter referred to as the FFATA form). The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide new FFATA forms for each contract year. When applicable in multiyear

contracts, the Contractor is required to review and update the FFATA form, this must be provided to the Executive Office 30 days prior to the end of the first contract year. For example, if the contract performance period is July 1, 2015 to June 30, 2018; then the FFATA form for the second contract year is due June 1, 2016. Any sub-contractor paid with Federal Funding will provide the FFATA form for each contract year to the Contractor, the Contractor must then provide all sub-contractor FFATA forms to the Executive Office. Sub-contractor forms must be provided within fifteen (15) days of date of signature of this Agreement, and if applicable, within fifteen (15) days of the end of each contract year for all subsequent contract years.

PAR. 19. FUNDING DENIED

It is understood and agreed that in the event that less than full federal funding or other funding is received by the Executive Office due directly to the failure of the Contractor to comply with the terms of this Agreement, the Contractor is liable to the State of Rhode Island for an amount equal to the amount of the denied funding. Should the Contractor be liable for the amount of the denied funding, then such amount shall be payable upon demand of the Executive Office.

The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

PAR. 20. ACCESSIBILITY AND RETENTION OF RECORDS

The Contractor agrees to make accessible and to maintain all fiscal and activity records relating to this Agreement to state and/or federal officials, or their designated representatives, necessary to verify the accuracy of Contractor invoices or compliance with this Agreement. This accessibility requirement shall include the right to review and copy such records. This requirement is also intended to include but is not limited to any auditing, monitoring, and evaluation procedures, including on-site visits, performed individually or jointly, by state or federal officials or their agents necessary to verify the accuracy of Contractor invoices or compliance with the this Agreement (in accordance with 2 CFR § 200.331). If such records are maintained out of the State of Rhode Island, such records shall be made accessible by the Contractor at a Rhode Island location. Minutes of board of directors meetings, fiscal records, and narrative records pertaining to activities performed will be retained for audit purposes for a period of at least three (3) years following the submission of the final expenditure report for this Agreement. Additionally, if any litigation, claim, or audit is started before the expiration of the 3 year period, as mentioned in Paragraph 2 of this Agreement, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR § 200.333. If audit findings have not been resolved at the end of the three (3) years, the records shall be retained for an additional three (3) years after the resolution of the audit findings are made or as

otherwise required by law.

The Contractor and its subcontractors, if subcontractors are permitted within the scope of this Agreement, will provide and maintain a quality assurance system acceptable to the state covering deliverables and services under this Agreement and will tender to the state only those deliverables that have been inspected and found to conform to this Agreement's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the state during Agreement performance and for three (3) years after final payment. The Contractor shall permit the state to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices related to performance of the Agreement.

Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

The parties agree that in regards to fixed price portions of the contract, the state's access to the Contractor's books, records and documents shall be limited to those necessary to verify the accuracy of the Contractor's invoice. In no event will the state have access to the Contractor's internal cost data as they relate to fixed price portion of the contract.

PAR. 21. CAPITAL ASSETS

The Contractor agrees that any capital assets purchased on behalf of the Executive Office on a pass-through basis and used on behalf of the Executive Office by the Contractor shall upon payment by the Executive Office, become the property of the Executive Office unless otherwise agreed to by the parties and may be utilized by the Contractor in a reasonable manner. Capital assets are defined as any item having a life expectancy of greater than one (1) year and an initial cost of greater than five thousand dollars (\$5,000) per unit, except greater than five hundred dollars (\$500) per unit for computer equipment.

Upon written request by the Executive Office, the Contractor agrees to execute and deliver to the Executive Office a security interest in such capital assets in the amount of the value of such capital asset (or for a lesser amount as determined by the Executive Office).

PAR. 22. COMPETITIVE BIDS

With the exception of services or products obtained for use in a leveraged environment, the Contractor agrees competitive bidding will be utilized for all purchases in direct and exclusive support of the Executive Office which are made under this Agreement in excess of five hundred dollars (\$500) or an aggregate of one thousand dollars (\$1,000) for any like items during the time of performance of this Agreement. Evidence of competitive bids must be retained in accordance with **PAR. 20. - ACCESSIBILITY AND RETENTION OF RECORDS.**

PAR. 23. SECURITY AND CONFIDENTIALITY

The Contractor shall take security measures to protect against the improper use, loss, access of and disclosure of any confidential information it may receive or have access to under this Agreement as required by this Agreement, the RFP and proposal, or which becomes available to the Contractor in carrying out this Agreement and the RFP and the proposal, and agrees to comply with the requirements of the Executive Office for safeguarding of client and such aforementioned information. Confidential information includes, but is not limited to: names, dates of birth, home and/or business addresses, social security numbers, protected health information, financial and/or salary information, employment information, statistical, personal, technical and other data and information relating to the State of Rhode Island data, and other such data protected by Department/Executive Office laws, regulations and policies ("confidential information"), as well as State and Federal laws and regulations. All such information shall be protected by the Contractor from unauthorized use and disclosure and shall be protected through the observance of the same or more effective procedural requirements as are applicable to the Executive Office.

The Contractor expressly agrees and acknowledges that said confidential information provided to and/or transferred to provider by the Executive Office or to which the Contractor has access to for the performance of this Agreement is the sole property of the Executive Office and shall not be disclosed and/or used or misused and/or provided and/or accessed by any other individual(s), entity(ies) and/or party(ies) without the express written consent of the Executive Office. Further, the Contractor expressly agrees to forthwith return to the Executive Office any and all said data and/or information and/or confidential information and/or database upon the Executive Office's written request and/or cancellation and/or termination of this Agreement.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes legitimately publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties under no obligation of confidentiality.

The Contractor agrees to abide by all applicable, current and as amended Federal and State laws and regulations governing the confidentiality of information, including to but not limited to the Business Associate requirements of HIPAA (WWW.HHS.GOV/OCR/HIPAA), to which it may have access pursuant to the terms of this Agreement. In addition, the Contractor agrees to comply with the Executive Office confidentiality policy recognizing a person's basic right to privacy and confidentiality of personal information. ("confidential records" are the records as defined in section 38-2-3-(d) (1)-(1-19) of the Rhode Island General Laws, entitled "access to public records" and described in "access to Department of Health records.")

In accordance with this Agreement and all Addenda thereto, the Contractor will additionally receive, have access to, or be exposed to certain documents, records, that

are confidential, privileged or otherwise protected from disclosure, including, but not limited to: personal information; Personally Identifiable Information (PII), Sensitive Information (SI), and other information (including electronically stored information), records sufficient to identify an applicant for or recipient of government benefits; preliminary draft, notes, impressions, memoranda, working papers-and work product of state employees; as well as any other records, reports, opinions, information, and statements required to be kept confidential by state or federal law or regulation, or rule of court ("State Confidential Information"). State Confidential Information also includes PII and SI as it pertains to any public assistance recipients as well as retailers within the SNAP Program and Providers within any of the State Public Assistance programs.

Personally Identifiable Information (PII) is defined as any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc. (As defined in 2 CFR § 200.79 and as defined in OMB Memorandum M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments"). PII shall also include individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts (As defined in 2 CFR § 200.82 Protected Personally Identifiable Information).

Sensitive Information (SI) is information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries. (Defined in HHS Memorandum ISP-2007-005, "Departmental Standard for the Definition of Sensitive Information" as amended).

The Contractor agrees to adhere to any and all applicable State and Federal statutes and regulations relating to confidential health care and substance abuse treatment including but not limited to the Federal Regulation 42 CFR, Part 2; Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26; Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq., and HIPAA 45 CFR 160. The Contractor acknowledges that failure to comply with the provisions of this paragraph will result in the termination of this Agreement.

The Contractor shall notify the Covered Entity within one (1) hour by telephone call plus e-mail, web form or fax upon the discovery of any breach of security of PHI, PII or SI or suspected breach of security of PHI, PII or SI (where the use or disclosure is not provided for and permitted by this Agreement) of which it becomes aware. The Contractor shall, within forty-eight (48) hours, notify the Executive Office's designated security officer of any suspected breach of unauthorized electronic access, disclosure or breach of confidential information or any successful breach of unauthorized electronic access, disclosure or breach of confidential information. A breach is defined pursuant to HIPAA guidelines as well as those found in the "Health Information Technology for Economic and Clinical Health Act" (HITECH). A breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PHI in violation of HIPAA privacy rules that compromise PHI security or privacy. Additionally, a breach or suspected breach may be an acquisition, access, use or disclosure or suspected acquisition, access, use or disclosure of PII or SI. The notice of a breach or suspected breach shall contain information available to the Contractor at the time of the notification to aid the Executive Office in examining the matter. More complete and detailed information shall be provided to the Executive Office as it becomes available to the Contractor.

Upon notice of a suspected security incident, the Executive Office and Contractor will meet to jointly develop an incident investigation and remediation plan. Depending on the nature and severity of the confirmed breach, the plan may include the use of an independent third-party security firm to perform an objective security audit in accordance with recognized cyber security industry commercially reasonable practices. The parties will consider the scope, severity and impact of the security incident to determine the scope and duration of the third party audit. If the parties cannot agree on either the need for or the scope of such audit, then the matter shall be escalated to senior officials of each organization for resolution. The Contractor will pay the costs of all such audits. Depending on the nature and scope of the security incident, remedies may include, among other things, information to individuals on obtaining credit reports and notification to applicable credit card companies, notification to the local office of the Secret Service, and or affected users and other applicable parties, utilization of a call center and the offering of credit monitoring services on a selected basis.

Notwithstanding any other requirement set out in this Agreement, the Contractor acknowledges and agrees that the HITECH Act and its implementing regulations impose new requirements with respect to privacy, security and breach notification and contemplates that such requirements shall be implemented by regulations to be adopted by the U.S. Department of Health and Human Services. The HITECH requirements, regulations and provisions are hereby incorporated by reference into this Agreement as if set forth in this Agreement in their entirety. Notwithstanding anything to the contrary or any provision that may be more restrictive within this Agreement, all requirements and provisions of HITECH, and its implementing regulations currently in effect and promulgated and/or implemented after the date of this Agreement, are automatically effective and incorporated herein. Where this Agreement requires stricter guidelines, the stricter guidelines must be adhered to.

Failure to abide by the Executive Office's confidentiality policy or the required signed **Business Associate Agreement (BAA)** will result in termination remedies, including but not limited to, termination of this Agreement. A **Business Associate Agreement (BAA)** shall be signed by the Contractor, simultaneously or as soon thereafter as possible, from the signing of this Agreement, as required by the Executive Office.

Nothing herein shall limit the Executive Office's ability to seek injunctive relief or any and all damages resulting from the Contractor's negligent or intentional disclosure of confidential information.

PAR. 24. AUDIT

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least twenty-five thousand dollars (\$25,000) in any year, at no additional cost for the Executive Office, the Contractor shall prepare an annual financial statement of the Contractor or the Contractor's parent, where applicable, within nine (9) months of the end of the Contractor's fiscal year. The financial statements must provide full and frank disclosures of all assets, liabilities, changes in the fund balances, all revenue, and all expenditures. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described financial statement(s) within ten (10) days of the Executive Office's request or within twenty (20) days of the end of the Time of Performance, Paragraph 3 herein. If additional financial documentation is required by the Federal funding source, these additional financial requirements must be met in addition to the preparation of the above financial statements.

In the case wherein the amount identified in **PAR. 6. - BUDGET** is at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

In the case wherein the Contractor expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR § 200.501, et seq. at no additional cost for the Executive Office, the audit must be performed in accordance with 2 CFR § 200.500 et. seq., or with "Government Auditing Standards" as published by the Comptroller General of the United States. The audit must address areas of compliance and internal controls as outlined in 2 CFR § 200.500 et. seq. If a management letter is also issued as part of the audit, the management letter must be submitted as well (2 CFR § 200.512). All financial statements and audits must be submitted in a format that is acceptable to the Executive Office.

Moreover, if the Contractor has Agreements and/or Federal Awards which **in aggregate** are at least seven hundred and fifty thousand federal dollars (\$750,000) in any fiscal year, including the amount identified in **PAR. 6 – BUDGET**, the audit must be performed in accordance with federal requirements as outlined above (2 CFR 200.500 et seq.).

Should the Contractor expend less than seven hundred and fifty thousand federal dollars (\$750,000) in a fiscal year and be, therefore, exempt from having to perform an audit in accordance with 2 CFR § 200.500 et. seq., the Contractor may not charge the cost of such an audit to a federal award.

Pursuant to 2 CFR § 200.501 (h), “for-profit” entities shall conduct a “Yellow Book” audit annually by a Public Accounting Firm in accordance with Government Auditing Standards, mentioned above, and standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the U.S. (GAGAS) and provide a copy thereof to Client, the Contractor may not charge the cost of such an audit to a federal award.

The Contractor agrees that the state or its designated representative will be given access to any part of the system which is delivered under this Agreement to inventory and/or inspect the system.

The Contractor expressly agrees that any overpayment identified through an audit must be repaid to the Executive Office within a period of six (6) months from the issuance of the audit.

PAR. 25. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

PAR. 26. ON-SITE INSPECTION

The Contractor agrees to permit on-site monitoring, evaluation and inspection of all activities related to the Agreement by officials of the Executive Office, its designee, and where appropriate, the Federal government. On-site inspections and monitoring shall be in accordance with 2 CFR § 200.328. All reports pertaining to 2 CFR § 200.331, shall be maintained by the Contractor. The Contractor must retain any documents pertaining to changes requested from the Executive Office or the Federal Government in accordance with 2 CFR § 200.333.

If, as a result of on-site inspections, changes are requested by the Executive Office to ensure compliance with this Agreement and/or Federal Awards, the Contractor must perform changes within a time period defined by the Executive Office. All changes shall be documented by the Contractor and provided to the Executive Office upon request. All requested changes shall comply with 2 CFR § 200.331.

PAR. 27. DRUG-FREE WORKPLACE POLICY

The Contractor agrees to comply with the provisions of the Governor's Executive Order 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM VII - DRUG-FREE WORKPLACE POLICY**, and in accordance therewith has executed **ADDENDUM VIII - DRUG-FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE**.

Furthermore, the Contractor agrees to submit to the Executive Office any report or forms which may from time-to-time be required to determine the Contractor's compliance with this policy.

The Contractor acknowledges that a violation of the Drug-Free Workplace Policy may, at the Executive Office's option, result in termination of this Agreement.

PAR. 28. PRO-CHILDREN ACT OF 1994 (ACT)

As a condition of contracting with the State of Rhode Island, the Contractor hereby agrees to abide by **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**, and in accordance has executed **ADDENDUM X - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**.

PAR. 29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor agrees to abide by **ADDENDUM XI – INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**, and in accordance has executed the required certification included in **ADDENDUM XII – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**.

PAR. 30. CHIEF PURCHASING OFFICER

This Agreement shall take effect upon the issuance of a Purchase Order by the State of Rhode Island's Chief Purchasing Officer or his/her designee. No modifications to this agreement shall be effective unless in an authorized change order issued by the State's Division of Purchases.

PAR. 31. OWNERSHIP

The following additional paragraphs are added to the Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

PROPRIETARY SOFTWARE. Each party will retain all rights in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the date of this Agreement, or acquired or developed after the date of this Agreement without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor.

DEVELOPED SOFTWARE. All software that is developed by the Contractor and delivered by the Contractor to the Executive Office under this Agreement, and paid for by the Executive Office (“Developed Software”) is and shall remain the property of the Executive Office. For a period of ninety (90) days following acceptance of any developed software in accordance with the approval procedures adopted by the parties, the Contractor warrants that each item of developed software will conform in all material respects to the written technical specifications agreed to by the parties in accordance with the software development methodologies adopted by the parties and set forth in the procedures manual. As soon as reasonably practicable after discovery by State or Contractor of a failure of the Developed Software to so conform (a “**non-conformance**”), State or Contractor, as applicable, will deliver to the other a statement and supporting documentation describing in reasonable detail the alleged nonconformance. If Contractor confirms that there is a non-conformance, then Contractor will use commercially reasonable efforts to correct such non-conformance. The methods and techniques for correcting non-conformances will be at the sole discretion of the Executive Office. The foregoing warranty will not extend to any non-conformances caused (i) by any change or modification to software without Contractor’s prior written consent; or (ii) by state operating software otherwise than in accordance with the applicable documentation, for the purpose for which it was designed, or on hardware not recommended, supplied or approved in writing by Contractor. Furthermore, if, after undertaking commercially reasonable efforts to remedy a breach by Contractor of the foregoing warranty, Contractor, in the exercise of its reasonable business judgment, determines that any repair, adjustment, modification or replacement is not feasible, or in the event that the developed software subsequent to all repairs, adjustments, modifications and replacements continues to fail to meet the foregoing warranty, the Executive Office will return the developed software to Contractor, and Contractor will credit to the State, in a manner and on a schedule agreed to by the parties and as the Executive Office’s sole and exclusive remedy for such failure, an amount equal to the charges actually paid by the Executive Office to the Contractor for the developed software that has failed to meet the foregoing warranty. Upon written request of the Executive Office, the Contractor will use commercially reasonable efforts to correct an alleged non-conformance for which Contractor is not otherwise responsible hereunder because it is caused or contributed to by one of the factors listed above and, to the extent that such correction cannot be performed within the scope of the Contractor services, such

correction will be paid for by the Executive Office at the Contractor's then current commercial billing rates for the technical and programming personnel and other materials utilized by the Contractor. Notwithstanding anything to the contrary in this Agreement, the Contractor will continue to own, and will be free to use, the development tools and the residual technology, so long as such use does not breach Contractor's obligations of confidentiality set forth herein

OTHER. Notwithstanding anything to the contrary in this Agreement, the Contractor (i) will retain all right, title and interest in and to all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services hereunder which are based on trade secrets or proprietary information of the Contractor, are developed or created by or on behalf of the Contractor without reference to or use of the intellectual property of the Executive Office or are otherwise owned or licensed by the Contractor (collectively, "tools"); (ii) subject to the confidentiality obligations set forth in this Agreement, will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the services and may be retained by the Contractor's employees in an intangible form, all of which constitute substantial rights on the part of the Contractor in the technology developed as a result of the services performed under this Agreement; and (iii) will retain ownership of any Contractor-owned software or tools that are used in producing the developed software and become embedded therein. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement.

PAR. 32. FORCE MAJEURE

Except for defaults of subcontractors at any tier, in the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, actions or decrees of governmental bodies, or other event or failure not the fault or within control of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other parties and shall use reasonable efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended

PAR. 33. RESERVED

PAR. 34. DISPUTES

The parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between the Executive Office and Contractor, both parties will attempt to resolve the dispute pursuant to this subsection. When a dispute arises, the party initiating the dispute shall notify the other party in writing of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The Executive Office's project officer and Contractor project officer shall use good faith efforts to resolve the dispute

within ten (10) State business days of submission by either party to the other of such notice of the dispute.

If the Executive Office's Project Officer and the Contractor's Project Officer are unable to resolve the dispute, either party may request that the dispute be escalated for resolution to the Secretary of the Executive Office of Health and Human Services or his or her designee, the Contractor's President or his or her designee and a mutually agreed upon third party shall attempt to resolve the issue.

If the issue is not resolved, the parties shall proceed pursuant to R.I. General Laws § 37-2-46 and applicable State Procurement Regulations (1.5).

If the issue is not resolved, the parties shall endeavor to resolve their claims by mediation which, shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this paragraph, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the State of Rhode Island where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

PAR. 35. GOVERNING LAW

This Agreement is deemed executed and delivered in the City of Cranston, State of Rhode Island, and all questions arising out of or under this Agreement shall be governed by the laws of the State of Rhode Island.

PAR. 36. WAIVER AND ESTOPPEL

Nothing in this Agreement shall be considered waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision shall not constitute a waiver of any other. A failure of any party to enforce at any time any provisions(s) of this contract, or to exercise any option which is herein provided, shall in no way be construed as a waiver of such provision of this contract. No consent, or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

PAR. 37. INSURANCE

Throughout the term of the Agreement, the Contractor and any subcontractor shall procure and maintain, at its own cost and expense, insurance as required by the Bid Specifications.

PAR. 38. WORK REVIEWS

The Contractor agrees that all work performed under this Agreement may be reviewed by the Rhode Island Executive Office of Health and Human Services, Department of Administration, and/or by any third party designated by the Executive Office of Health and Human Services.

PAR. 39. BUSINESS CONTINUITY PLAN

The Contractor shall prepare and maintain a Business Continuity Plan upon execution of this Agreement, which shall include, but not be limited to, the Contractor's procedure for recovery of data and recovery for all operation components in case of an emergency or disaster. Upon written or oral request by the Executive Office, the Contractor shall provide the Executive Office a copy of the above described Business Continuity Plan within ten (10) days of the Executive Office's request.

PAR. 40. NOTICES

No notice, approval or consent permitted or required to be given by this Agreement will be effective unless the same is in writing and sent postage prepaid, certified mail or registered mail, return receipt requested, or by reputable overnight delivery service to the other party at the address set forth in **ADDENDUM XVII – CORE STAFF POSITIONS**, or such other address as either party may direct by notice given to the other as provided **ADDENDUM XVII – CORE STAFF POSITIONS**, and shall be deemed to be given when received by the addressee. The Contractor and the Executive Office shall list, in **ADDENDUM XVII – CORE STAFF POSITIONS**, the names, addresses, telephone numbers, and the facsimile numbers of all individuals that the above such notice, approval or consent shall be sent to or copied on.

PAR. 41. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages and the parties will follow such delivery by prompt delivery of originals of such pages.

PAR. 42. AMENDMENTS

Except as may otherwise set forth in this Agreement, the Agreement may only be amended by the parties agreeing to the amendment, in writing, duly executed by the parties and shall only be effective upon incorporation by the State's Division of Purchases through the issuance of a change order.

PAR. 43. SURVIVAL

Any obligations and provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to safeguarding confidential information and indemnification, shall survive the expiration or termination of this Agreement.

PAR. 44. ADDITIONAL APPROVALS

The parties acknowledge that this Agreement requires issuance of a valid Purchase Order by the State of Rhode Island for this Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the date first above written and this Agreement made legally binding upon the issuance of a valid Purchase Order by the State of Rhode Island as follows:

STATE OF RHODE ISLAND: *INSERT CONTRACTOR NAME***:**

ELIZABETH H. ROBERTS, SECRETARY
EXECUTIVE OFFICE OF HEALTH AND
HUMAN SERVICES

AUTHORIZED AGENT/SIGNATURE
TITLE: _____

PRINT NAME

DATE

DATE

ADDENDA

Attached hereto, incorporated into and made a part herein of this agreement, are the following addenda:

- ADDENDUM I** - REQUEST FOR PROPOSAL AND/OR SCOPE OF WORK
- ADDENDUM II** - BUDGET
- ADDENDUM III** - PAYMENTS AND REPORTS SCHEDULE
- ADDENDUM IV** - FISCAL ASSURANCES
- ADDENDUM V** - NOTICE TO EXECUTIVE OF HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
- ADDENDUM VI** - NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973
- ADDENDUM VII** - DRUG-FREE WORKPLACE POLICY
- ADDENDUM VIII** - DRUG FREE WORKPLACE POLICY CONTRACTOR CERTIFICATE OF COMPLIANCE
- ADDENDUM IX** - SUBCONTRACTOR COMPLIANCE
- ADDENDUM X** - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
- ADDENDUM XI** - INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
- ADDENDUM XII** - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS
- ADDENDUM XIII** - LIQUIDATED DAMAGES
- ADDENDUM XIV** - EQUAL EMPLOYMENT OPPORTUNITY
- ADDENDUM XV** - BYRD ANTI-LOBBYING AMENDMENT
- ADDENDUM XVI** - BID PROPOSAL
- ADDENDUM XVII** - CORE STAFF POSITIONS

ADDENDUM XVIII -

FEDERAL SUBAWARD REPORTING

ADDENDUM XIX -

BUSINESS ASSOCIATE AGREEMENT

ADDENDUM I

REQUEST FOR PROPOSAL /
SCOPE OF WORK

ADDENDUM II

BUDGET

ADDENDUM III
PAYMENTS AND REPORTS
SCHEDULE

ADDENDUM IV

FISCAL ASSURANCES

1. The Contractor agrees to segregate all receipts and disbursements pertaining to this agreement from recipients and disbursements from all other sources, whether by separate accounts or by utilizing a fiscal code system.
2. The Contractor assures a system of adequate internal control will be implemented to ensure a separation of duties in all cash transactions.
3. The Contractor assures the existence of an audit trail which includes: cancelled checks, voucher authorization, invoices, receiving reports, and time distribution reports.
4. The Contractor assures a separate subsidiary ledger of equipment and property will be maintained.
5. The Contractor agrees any unexpended funds from this agreement are to be returned to the Executive Office at the end of the time of performance unless the Executive Office gives written consent for their retention.
6. The Contractor assures insurance coverage is in effect in the following categories: bonding, vehicles, fire and theft, and liability.
7. The following Federal requirements shall apply pursuant to OMB Guidance for Grants and Agreements. Where applicable:
 - Subpart A - Acronyms and Definitions (200.0 – 200.99)
 - Subpart B – General Provisions (200.100 – 200.113)
 - Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards (200.200 – 200.211)
 - Subpart D – Post Federal Award (200.300 – 200.345)
 - Subpart E – Cost Principles (200.400 – 200.475)
 - Subpart F – Audit Requirements(200.500 – 200.521)
 - All Subsequent Addenda
8. If the Contractor expends Federal awards during the Contractor's particular fiscal year of \$750,000 or more, then 2 CFR § 200.500 et. seq., audits of states, local governments and non-profit organizations shall also apply or if applicable, an audit shall be performed in accordance with "Government Auditing Standards" as published by the Comptroller General of the United States (see Paragraph 24).
9. This agreement may be funded in whole or in part with Federal funds. If so, the CFDA reference number is _____. The Contractor must review applicable Federal Statutes, regulations, terms and conditions of the Federal Award in accordance with 2 CFR § 200.331 (a)(2).

ADDENDUM V

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' SERVICE PROVIDERS OF THEIR RESPONSIBILITIES UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the Executive Office of Health and Human Services (EOHHS) are subject to the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Health And Human Services (DHHS), which is located at 45 CFR, Part 80, collectively referred to hereinafter as Title VI. EOHHS contracts with Contractors include a Contractor's assurance that in compliance with Title VI and the implementing regulations, no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its programs and activities on the grounds of race, color, or national origin. Additional DHHS guidance is located at 68 FR 47311-02.

EOHHS reserves its right to at any time review Contractors to assure that they are complying with these requirements. Further, EOHHS reserves its right to at any time require from Contractors, Sub-Contractors and Vendors that they are also complying with Title VI.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Title VI. An electronic copy of the service providers written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Title VI standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute

assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Title VI.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to it, DHHS or EOHHS on request full and complete information related to Title VI compliance.

The Contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Title VI compliance by the Contractor and/or any Sub-Contractor or Vendor of the Contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Title VI regulations. A copy of the regulations is available upon request from the community relations liaison officer, **Executive Office of Health and Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number: (401) 462-5274.

THE REGULATIONS ADDRESS THE FOLLOWING TOPICS:

SECTION:

- | | |
|-------|---|
| 80.1 | PURPOSE |
| 80.2 | APPLICATION OF THIS REGULATION |
| 80.3 | DISCRIMINATION PROHIBITED |
| 80.4 | ASSURANCES REQUIRED |
| 80.5 | ILLUSTRATIVE APPLICATION |
| 80.6 | COMPLIANCE INFORMATION |
| 80.7 | CONDUCT OF INVESTIGATIONS |
| 80.8 | PROCEDURE FOR EFFECTING COMPLIANCE |
| 80.9 | HEARINGS |
| 80.10 | DECISIONS AND NOTICES |
| 80.11 | JUDICIAL REVIEW |
| 80.12 | EFFECT ON OTHER REGULATIONS; FORMS AND INSTRUCTIONS |
| 80.13 | DEFINITION |

ADDENDUM VI

RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

NOTICE TO RHODE ISLAND EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES' CONTRACTORS OF THEIR RESPONSIBILITIES UNDER SECTION USC 504 OF THE REHABILITATION ACT OF 1973

Public and private agencies, organizations, institutions, and persons that receive Federal financial assistance through the **Executive Office Of Health and Human Services (EOHHS)** are subject to the provisions of Section 504 of the Rehabilitation Act of 1973 and the Implementing Regulations of the United States Department of Health And Human Services (DHHS), which are located at 45 CFR, part 84 hereinafter collectively referred to as Section 504. EOHHS contracts with service providers include the provider's assurance that it will comply with Section 504 of the regulations, which prohibits discrimination against handicapped persons in providing health, welfare, or other social services or benefits.

The Contractor shall have policies and procedures in effect, including, a mandatory written compliance plan, which are designed to assure compliance with Section 504. An electronic copy of the Contractor's written compliance plan and all relevant policies, procedures, workflows and relevant chart of responsible personnel must be available to EOHHS upon request.

The Contractor's written compliance plan must address the following requirements:

- ❑ Written policies, procedures and standards of conduct that articulate the organization's commitment to comply with all Section 504 standards.
- ❑ Designation of a compliance officer who is accountable to the service provider's senior management.
- ❑ Effective training and education for the compliance officer and the organization's employees.
- ❑ Enforcement of standards through well-publicized guidelines.
- ❑ Provision for internal monitoring and auditing.
- ❑ Written complaint procedures
- ❑ Provision for prompt response to all complaints, detected offenses or lapses, and for development and implementation of corrective action initiatives.
- ❑ Provision that all Contractors, Sub-Contractors and Vendors of the service provider execute assurances that said Contractors, Sub-Contractors and Vendors are in compliance with Section 504.

The Contractor must enter into an agreement with each Sub-Contractor or Vendor under which there is the provision to furnish to the contractor, DHHS or EOHHS on request full and complete information related to Section 504 compliance.

The contractor must submit, within thirty-five (35) days of the date of a request by DHHS or EOHHS, full and complete information on Section 504 compliance by the Contractor and/or any Sub-Contractor or Vendor of the contractor.

It is the responsibility of each Contractor to acquaint itself with all of the provisions of the Section 504 regulations. A copy of the regulations, together with an August 14, 1978 Policy Interpretation of

General Interest to Providers of Health, Welfare, or Other Social Services or Benefits, is available upon request from the Community Relations Liaison Officer, **Executive Office of Health and Human Services**, 57 Howard Avenue, Cranston, RI 02920; telephone number (401) 462-5274. Contractors should pay particular attention to subparts A, B, C, and F of the regulations which pertain to the following:

SUBPART A - GENERAL PROVISIONS

SECTION:

- 84.1 PURPOSE
- 84.2 APPLICATION
- 84.3 DEFINITIONS
- 84.4 DISCRIMINATION PROHIBITED
- 84.5 ASSURANCE REQUIRED
- 84.6 REMEDIAL ACTION, VOLUNTARY ACTION, AND SELF-EVALUATION
- 84.7 DESIGNATION OF RESPONSIBLE EMPLOYEE AND ADOPTION OF GRIEVANCE PROCEDURES
- 84.8 NOTICE
- 84.9 ADMINISTRATIVE REQUIREMENTS FOR SMALL RECIPIENTS
- 84.10 EFFECT OF STATE OR LOCAL LAW OR OTHER REQUIREMENTS AND EFFECT OF EMPLOYMENT OPPORTUNITIES

SUBPART B - EMPLOYMENT PRACTICES

SECTION:

- 84.11 DISCRIMINATION PROHIBITED
- 84.12 REASONABLE ACCOMMODATION
- 84.13 EMPLOYMENT CRITERIA
- 84.14 PREEMPLOYMENT INQUIRIES
- 84.15 - 84.20 (RESERVED)

SUBPART C - ACCESSIBILITY

SECTION:

- 84.21 DISCRIMINATION PROHIBITED
- 84.22 EXISTING FACILITIES
- 84.23 NEW CONSTRUCTION
- 84.24 - 84.30 (RESERVED)

SUBPART F - HEALTH, WELFARE, AND SOCIAL SERVICES

SECTION:

- 84.51 APPLICATION OF THIS SUBPART
- 84.52 HEALTH, WELFARE, AND OTHER SOCIAL SERVICES
- 84.53 DRUG AND ALCOHOL ADDICTS
- 84.54 EDUCATION AND INSTITUTIONALIZED PERSONS
- 84.55 PROCEDURES RELATING TO HEALTH CARE FOR HANDICAPPED INFANTS
- 84.56 – 84.60 (RESERVED)

ADDENDUM VII

DRUG-FREE WORKPLACE POLICY

Drug use and abuse at the workplace or while on duty are subjects of immediate concern in our society. These problems are extremely complex and ones for which there are no easy solutions. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Therefore, it is the policy of the state that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Any employee(s) violating this policy will be subject to discipline up to and including termination. An employee may also be discharged or otherwise disciplined for a conviction involving illicit drug use, regardless of whether the employee's conduct was detected within employment hours or whether his/her actions were connected in any way with his or her employment. The specifics of this policy are as follows:

1. Any unauthorized employee who gives or in any way transfers a controlled substance to another person or sells or manufactures a controlled substance while on duty, regardless of whether the employee is on or off the premises of the employer will be subject to discipline up to and including termination.
2. The term "controlled substance" means any drugs listed in 21 USC, Section 812 and other Federal regulations. Generally, all illegal drugs and substances are included, such as marijuana, heroin, morphine, cocaine, codeine or opium additives, LSD, DMT, STP, amphetamines, methamphetamines, and barbiturates.
3. Each employee is required by law to inform the agency within five (5) days after he/she is convicted for violation of any Federal or State criminal drug statute. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury in any Federal or State Court.
4. The employer (the hiring authority) will be responsible for reporting conviction(s) to the appropriate Federal granting source within ten (10) days after receiving notice from the employee or otherwise receives actual notice of such conviction(s). All conviction(s) must be reported in writing to the Office of Personnel Administration (OPA) within the same time frame.
5. If an employee is convicted of violating any criminal drug statute while on duty, he/ she will be subject to discipline up to and including termination. Conviction(s) while off duty may result in discipline or discharge.
6. The state encourages any employee with a drug abuse problem to seek assistance from the Rhode Island Employee Assistance Program (RIEAP). Your Personnel Officer has more information on RIEAP.
7. The law requires all employees to abide by this policy.

ADDENDUM VIII
DRUG-FREE WORKPLACE POLICY
CONTRACTOR CERTIFICATE OF COMPLIANCE

I, _____, (Name) _____ (Title) _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby acknowledge that I have received a copy of the state's policy regarding the maintenance of a **Drug-Free Workplace**. I have been informed that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (to include but not limited to such drugs as marijuana, heroin, cocaine, PCP, and crack, and may also include legal drugs which may be prescribed by a licensed physician if they are abused), is prohibited on the State's premises or while conducting State business. I acknowledge that my employees must report for work in a fit condition to perform their duties.

As a condition for contracting with the state, as a result of the Federal Omnibus Drug Act, I will require my employees to abide by the state's policy. Further, I recognize that any violation of this policy may result in termination of the contract.

SIGNATURE:

TITLE:

DATE:

ADDENDUM IX

SUBCONTRACTOR COMPLIANCE

I, _____ (Name), _____ (Title), _____ (Contractor Name), a contractor doing business with the state of Rhode Island, hereby certify that all approved subcontractors performing services pursuant to this agreement will have executed written contracts with (**CONTRACTOR NAME**). All such contracts shall contain language identical to the following provisions of this agreement as follows:

PAR. 12. CONTRACTOR'S LIABILITY/INDEMNIFICATION

PAR. 13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

SIGNATURE:

TITLE:

DATE:

ADDENDUM X

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part c - Environmental Tobacco Smoke (20 U.S.C.A. § 6081-6084), also known as the Pro-Children Act of 1994 (**Act**), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through state or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Any failure to comply with a prohibition in this section shall be a violation of this section and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty in an amount not to exceed \$1,000 for each violation, or may be subject to an administrative compliance order, or both, as determined by the Secretary. Each day a violation continues shall constitute a separate violation. In the case of any civil penalty under this section, the total amount shall not exceed the amount of Federal funds received by such person for the fiscal year in which the continuing violations occurred.

By signing and submitting this application the applicant/contractor certifies that it will comply with the requirements of the Act. The applicant/contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-contractors shall certify accordingly.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XI

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Executive Office's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the Executive Office determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Executive Office. The Executive Office may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the Executive Office if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Executive Office.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled certification regarding debarment, suspension, ineligibility and voluntary exclusion - lower tier covered transactions, provided by EOHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by as prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Executive Office may terminate this transaction for cause of default.

ADDENDUM XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The contractor, as the primary participant, certifies to the best of the contractor's knowledge and belief, that the contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XIII

LIQUIDATED DAMAGES

The prospective primary participant contractor agrees that time is of the essence in the performance of certain designated portions of this contract. The Executive Office and the contractor agree that in the event of a failure to meet the milestones and project deliverable dates or any standard of performance within the time set forth in the Executive Office 's bid proposal and the contractor's proposal response (Addendum XVI), damage shall be sustained by the Executive Office and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the Executive Office will sustain by reason of such failure. It is therefore agreed that Executive Office, at its sole option, may require the contractor to pay liquidated damages for such failures with the following provisions:

1. Where the failure is the sole and exclusive fault of the Executive Office, no liquidated damages shall be imposed. To the extent that each party is responsible for the failure, liquidated damages shall be reduced by the apportioned share of such responsibility.
2. For any failure by the contractor to meet any performance standard, milestone or project deliverable, the Executive Office may require the contractor to pay liquidated damages in the amount(s) and as set forth in the state's general conditions of purchase as described particularly in the LOI, RFP, RFQ, or scope of work, however, any liquidated damages assessed by the Executive Office shall not exceed **10%** of the total amount of any such month's invoice in which the liquidated damages are assessed and shall not in the aggregate, over the life of the agreement, exceed the total contract value.

Written notification of failure to meet a performance requirement shall be given by the Executive Office 's project officer to the contractor's project officer. The contractor shall have a reasonable period designated by the Executive Office from the date of receipt of written notification. If the failure is not materially resolved within this period, liquidated damages may be imposed retroactively to the date of expected delivery.

In the event that liquidated damages have been imposed and retained by the Executive Office, any such damages shall be refunded, provided that the entire system takeover has been accomplished and approved by the Executive Office according to the original schedule detailed in the contractor's proposal response included in this contract (Addendum XVI) as modified by mutually agreed upon change orders.

To the extent liquidated damages have been assessed, such damages shall be the sole monetary remedy available to the Executive Office for such failure. This does not preclude the state from taking other legal action.

ADDENDUM XIV

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this agreement, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated equally during employment, without regard to their race, color, religion, sex, age, national origin, or physical or mental disability.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the contractor relating to this agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability.
3. The Contractor shall inform the contracting Executive Office's equal employment opportunity coordinator of any discrimination complaints brought to an external regulatory body (RI Ethics Commission, RI Department of Administration, US DHHS Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
4. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
5. Contractors and subcontractors with agreements in excess of \$50,000 shall also pursue in good faith affirmative action programs.
6. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ADDENDUM XV

BYRD ANTI-LOBBYING AMENDMENT

No Federal or State appropriated funds shall be expended by the contractor for influencing or attempting to influence an officer or employee of any agency, a member of congress or State Legislature, an officer or employee of congress or state legislature, or an employee of a member of congress or state legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this agreement fulfills the requirement that contractors receiving over \$100,000 in Federal or State funds file with the Executive Office on this provision.

If any Non-Federal or State Funds have been or will be paid to any person in connection with any of the covered actions in this provision, the Contractor shall complete and submit a "Disclosure of Lobbying Activities" form.

The Contractor must certify compliance with all terms of the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) as published in the Federal Register May 27, 2003, Volume 68, Number 101.

The Contractor hereby certifies that it will comply with Byrd Anti-Lobbying Amendment provisions as defined in 45 CFR Part 93 and as amended from time to time.

SIGNATURE:

TITLE:

DATE:

ADDENDUM XVI

BID PROPOSAL

ADDENDUM XVII
CORE STAFF POSITIONS

Executive Office's Project Officer:

Executive Office's Financial Officer:

Contractor's Project Officer:

Contractor's Financial Officer:

ADDENDUM XVIII
FEDERAL SUBAWARD REPORTING
FFATA FORM

See Attached RI Office of Management and Budget, Sub-Award Reporting Worksheet

Directions:

For contracts awarding more than \$25,000 in FEDERAL funds, include Transparency Act Questionnaire for agency to complete and return.

If award is not for Federal funds, or is for less than \$25,000, enter “Reserved” under the above heading, and no questionnaire should be provided.

IMPORTANT ITEMS TO NOTE ABOUT NEW REQUIREMENT

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains current information on all Federal spending awards. That site is at www.USASpending.gov.

- Includes both mandatory and discretionary grants
- Do not include grants funded by the Recovery Act (ARRA)
- For more information about Federal Spending Transparency, refer to <http://www.whitehouse.gov/omb/open>
- If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements, as of the date the award exceeds \$25,000
- If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements of the Transparency ACT and this Guidance

Rhode Island Office of Management & Budget
Sub-Award Reporting Worksheet

Rev. 06-2014

Please type or print clearly in black or blue ink, answer all questions, and sign and date the form.

Section 1: State Agency and Federal Award Information																			
Agency Contact Name										Agency Contact Telephone									
Sub-Award Program Name										Agency Contact Email									
Sub-Award Program Description																			
Federal Award Information																			
Federal Program Name										Federal Awarding Agency									
Federal Award Number										Date of Federal Award									
Award Type										CFDA Number									
Prime Agency DUNS +4										Amount Obligated from this Award									
Is sub-award funded by more than one federal award?										Yes *					No				

* If yes, use Attachment 1-A to provide information on additional federal awards funding this sub-award.

Section 2: Sub-Awardee Information																			
Sub-Awardee DUNS+4										System for Award Management Registration Expiration Date (if applicable)									
Sub-Awardee Name (as registered in DUNS)																			
Sub-Awardee Address (as registered in DUNS)										Sub-Award Principal Place of Performance (where work performed)									
Number and Street										Number and Street									
City										City									
State										State									
ZIP+4										ZIP+4									
Executive Compensation [†] (to be completed by sub-awardee)																			
In preceding fiscal year, did federal funds from all sources make up more than 80% of agency budget? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes					No				
In preceding fiscal year, did your agency receive more than \$25 million in federal funds? If no, stop. Do not report executive compensation. Proceed to Sub-Awardee Certification.										Yes					No				
Is information about the compensation of the senior executives in the sub-recipient's organization (including parent organization, all branches, and all affiliates worldwide) publicly available? If no, report executive compensation for five highest paid officials below.										Yes					No				
Official Name										Compensation Amount									
Official Name										Compensation Amount									
Official Name										Compensation Amount									
Official Name										Compensation Amount									
Official Name										Compensation Amount									

[†] See Federal Register Volume 75, No. 177, Appendix A, Paragraph E5 for guidance on reporting executive compensation.

Sub-Awardee Certification																			
I certify, to the best of my knowledge and belief, that the information provided is complete and accurate, and that I am authorized to sign contracts and other legally binding documents on behalf of the entity. I understand that my typed name below shall have the same force and effect as my written signature.																			
_____ Signature										_____ Title of Signatory					_____ Date				

Section 3: Sub-Award Information (for state agency administrative purposes only)																			
Sub-Award Number										Sub-Award Date					FFATA Report Month				
Amendment 1 Obligation Amount										Amendment 1 Date					FFATA Report Month				
Amendment 2 Obligation Amount										Amendment 2 Date					FFATA Report Month				

ADDENDUM XIX

BUSINESS ASSOCIATE AGREEMENT ADDENDUM

Except as otherwise provided in this Business Associate Agreement Addendum, (INSERT AGENCY NAME), (hereinafter referred to as “Business Associate”), may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) (hereinafter referred to as the “Covered Entity”), as specified herein and the attached Agreement between the Business Associate and the Covered Entity (hereinafter referred to as “the Agreement”), which this addendum supplements and is made part of, provided such use, access, or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

1. Definitions:

A. Generally:

- (1) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, and 164.304, 164.501 and 164.502.
- (2) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA, the Privacy and Security Rules and the HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific:

- (1) "Addendum" means this Business Associate Agreement Addendum.

(2) "Agreement" means the contractual Agreement by and between the State of Rhode Island, (EOHHS/BHDDH/DHS/DOH/DCYF/DEA/DVA(PICK AS APPROPRIATE)) and Business Associate, awarded pursuant to State of Rhode Island's Purchasing Law (Chapter 37-2 of the Rhode Island General Laws) and Rhode Island Department of Administration, Division of Purchases, Purchasing Rules, Regulations, and General Conditions of Purchasing.

C. "Business Associate" generally has the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].

D. "Client/Patient" means Covered Entity funded person who is a recipient and/or the client or patient of the Business Associate.

E. "Covered Entity" generally has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

F. "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed or consulted by authorized health care clinicians and staff.

G. "Electronic Protected Health Information" or "Electronic PHI" means PHI that is transmitted by or maintained in electronic media as defined in the HIPA Security Regulations.

H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information including, the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

J. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and any regulations promulgated thereunder and as amended from time to time.

K. "Secured PHI" means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under or pursuant to Section 13402 (h)(2) of the HITECH Act under ARRA.

L. "Security Incident" means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

M. "Security Rule" means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Business Associate of Covered Entity in the same manner that such sections apply to the Covered Entity.

N. "Suspected breach" is a suspected acquisition, access, use or disclosure of protected health information ("PHI") in violation of HIPPA privacy rules, as referenced above, that compromises the security or privacy of PHI.

O. "Unsecured PHI" means PHI that is not secured, as defined in this section, through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

2. Obligations and Activities of Business Associate.

A. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by Law, provided such use or disclosure would also be permissible by law by Covered Entity.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate agrees to implement Administrative Safeguards, Physical Safeguards and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity and availability of PHI as required by the "Security Rule."

- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, within five (5) days of the incident.
- E. Business Associate agrees to ensure that any agent, including a subcontractor or vendor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information through a contractual arrangement that complies with 45 C.F.R. § 164.314.
- F. Business Associate agrees to provide paper or electronic access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. If the Individual requests an electronic copy of the information, Business Associate must provide Covered Entity with the information requested in the electronic form and format requested by the Individual and/or Covered Entity if it is readily producible in such form and format; or, if not, in a readable electronic form and format as requested by Covered Entity.
- G. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall notify Covered Entity upon receipt of such request.
- H. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for the purposes of the Secretary determining compliance with the Privacy Rule and Security Rule.
- I. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- J. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures for PHI in accordance with 45 §C.F.R. 164.528.
- K. If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in 45 C.F.R. § 164.402) for Covered Entity, it shall, following the discovery of a breach of such information, notify Covered Entity of such breach within a period of five (5) days after discovery of the breach. Such notice shall include: a) the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach; b) a brief description of what happened, including the date of the breach and discovery of the breach; c) a description of the type of Unsecured PHI that was involved in the breach; d) a description of the investigation into the breach, mitigation of harm to the individuals and protection against further breaches; e) the results of any and all investigation performed by Business Associate related to the breach; and f) contact information of the

most knowledgeable individual for Covered Entity to contact relating to the breach and its investigation into the breach.

- L. To the extent the Business Associate is carrying out an obligation of the Covered Entity's under the Privacy Rule, the Business Associate must comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.
- M. Business Associate agrees that it will not receive remuneration directly or indirectly in exchange for PHI without authorization unless an exception under 45 C.F.R. § 164.502(a)(5)(ii)(B)(2) applies.
- N. Business Associate agrees that it will not receive remuneration for certain communications that fall within the exceptions to the definition of Marketing under 45 C.F.R. § 164.501, unless permitted by 45 C.F.R. § 164.508(a)(3)(A)-(B).
- O. If applicable, Business Associate agrees that it will not use or disclose genetic information for underwriting purposes, as that term is defined in 45 C.F.R. § 164.502.
- P. Business Associate hereby agrees to comply with state laws and rules and regulations applicable to PHI and personal information of individuals' information it receives from Covered Entity during the term of the Agreement.
 - i. Business Associate agrees to: (a) implement and maintain appropriate physical, technical and administrative security measures for the protection of personal information as required by any state law and rules and regulations; including, but not limited to: (i) encrypting all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly; (ii) prohibiting the transfer of personal information to any portable device unless such transfer has been approved in advance; and (iii) encrypting any personal information to be transferred to a portable device; and (b) implement and maintain a Written Information Security Program as required by any state law as applicable.
 - ii. The safeguards set forth in this Agreement shall apply equally to PHI, confidential and "personal information." Personal information means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited to this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity required by 45 C.F.R. § 164.514(d).
- b. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504 (e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that, to the extent permitted by the Service Arrangement, Business Associate may use or disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

6. Term and Termination.

- a. The term of this Agreement shall begin as of the effective date of the Service Arrangement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.
- b. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
 - ii. Immediately terminate this Agreement and the Service arrangement if Business Associate has breached a material term of this Agreement and cure is not possible.

- c. Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall ensure that its subcontractors or vendors return or destroy any of Covered Entity's PHI received from Business Associate.
- d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy and Security Rules and HITECH.
- c. The respective rights and obligations of Business Associate under Section 6 (c) and (d) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA and HITECH.
- e. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- f. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Modification of the terms of this Agreement shall not be effective or binding upon the parties unless and until such modification is committed to writing and executed by the parties hereto.
- h. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.
- i. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.
- j. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the laws of the State of Rhode Island, including all matters of construction, validity and performance.

k. All notices and communications required or permitted to be given hereunder shall be sent by certified or regular mail, addressed to the other part as its respective address as shown on the signature page, or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

l. This Agreement, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

m. Business Associate shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Business Associate and its employees, agents, representatives or subcontractors against any and all claims or claims for damages arising under this Business Associate Agreement and such insurance coverage shall apply to all services provided by Business Associate or its agents or subcontractors pursuant to this Business Associate Agreement. Business Associate shall indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm, reputational harm, or any other claims of harm related to a breach) incurred as a result of, or arising directly or indirectly out of or in connection with any acts or omissions of Business Associate, its employees, agents, representatives or subcontractors, under this Business Associate Agreement, including, but not limited to, negligent or intentional acts or omissions. This provision shall survive termination of this Agreement.

8. Acknowledgment.

The undersigned affirms that he/she is a duly authorized representative of the Business Associate for which he/she is signing and has the authority to execute this Addendum on behalf of the Business Associate.

Acknowledged and agreed to by:

INSERT AGENCY NAME:

DIRECTOR
(EOHHS/BHDDH/DHS/DOH/DCYF/
DEA/DVA (PICK AS APPROPRIATE))

AUTHORIZED AGENT
TITLE:_____

Printed Name

Printed Name

Date

Date